|  |  |
| --- | --- |
| Date: | Click to enter a date. |
| Contract Number: | Click here to enter text. |
| Contract Title: | Click here to enter text. |
| Contractor: | Click here to enter text. |
| Term | Click here to enter text. |
| Renewal Options | Click here to enter text. |

The Virginia Community College System “VCCS", a statewide system of publicly supported comprehensive community colleges in the Commonwealth of Virginia, and the Contractor are this day entering into a contract for goods or services authorized by the Code of Virginia. For their mutual convenience, the parties are using the standard form contract provided by the Contractor. Nevertheless, the parties agree that this addendum is a part of the said form contract (hereinafter referred to as the “contract”) and amends and modifies the contract as provided below.

Notwithstanding anything in the Contractor’s form to which this Addendum is attached, the payments to be made by the Commonwealth for all goods, services and other deliverables under this contract shall not exceed $ 0,000 ; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to INVOICE@SSC.VCCS.EDU. The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the Commonwealth.

The Contractor’s form agreement is, with the exceptions noted herein, acceptable to the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor’s form agreement cannot be accepted by the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties specifically agree that, notwithstanding any provisions appearing in the attached form agreement, none of the following shall have any effect or be enforceable against the Commonwealth:

1. Requiring the Commonwealth to obtain or maintain any type of insurance;
2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
3. Requiring or stating that the terms of the Contractor’s form agreement shall prevail over this Addendum;
4. Requiring the Commonwealth to defend, indemnify or to hold the Contractor harmless for third party claims of any kind;
5. Imposing interest charges exceeding those permitted by Code of Virginia, § 2.2-4347 through 2.2-4354, Prompt Payment;
6. Requiring the application of law other than Virginia law in interpreting or enforcing the contract, or requiring or permitting that any dispute under the contract be resolved in any court other than an appropriate state circuit court in Virginia;
7. Requiring the Commonwealth to pay liquidated damages, or requiring the Commonwealth to make any payment for lost revenue or profits if the contract is terminated before its ordinary period;
8. Requiring that the contract be accepted or endorsed by the home office or by any other person subsequent to execution by the undersigned Agency representative before the contract is considered in effect, or otherwise delaying the formation or effective date of the contract to a time later than execution of the contract by the undersigned Agency representative;
9. Requiring the Agency to agree to or be subject to any form of equitable relief not authorized by the Constitution or laws of Virginia;
10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury;
12. Permitting unilateral modification of this contract by the Contractor, or deeming the Commonwealth to agree to a modification by means other than affirmatively signing a modification agreement on paper;
13. Binding the Commonwealth to any arbitration process or decision;
14. Obligating the Commonwealth to pay costs of collection or attorney’s fees;
15. Granting the Contractor a security interest in property of the Commonwealth.
16. Granting any right or incurring any obligation that is beyond the legal authority of the undersigned Agency to empower its contract officers to grant or incur on behalf of the Commonwealth or requiring the Commonwealth to violate any applicable law or regulation.

In addition, the Contract is hereby amended to include the provisions required by the Virginia Public Procurement Act, §2.2-4300, et seq., of the Code of Virginia including without limitation: a) § 2.2-4311 (regarding discrimination); b) §2.2-4311.1 (regarding unauthorized aliens); c) § 2.2-4311.2 (regarding authorization to do business in Virginia); d) §2.2-4312 (regarding maintaining drug-free workplace); e) §2.2-4354(1) (regarding payment of subcontractors); f) §2.2-4363 et seq. (regarding submission of claims and processing thereof); g) by §2.2-3100 et seq, the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 et seq.), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 et seq) or all other applicable laws or regulations.

AMERICANS WITH DISABILITIES ACT COMPLIANCE: Information and Communications Technology (ICT) is defined as “any website, application, or other product or service primarily intended to fulfill or enable the function of information processing and communication by electronic means, including transmission and display via the Internet” (Code of Virginia §2.2-3501). All ICT procured through this Contract must meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended and is viewable at http://www.section508.gov. ICT must be compliant with guidelines referenced in Code of Virginia § 2.2-3500 - § 2.2-3504.

1. Suppliers must certify compliance with WCAG 2.1 Level A or Level AA by providing an Accessibility Conformance Report (ACR) or Voluntary Product Accessibility Template (VPAT). If not in compliance, the supplier must provide at supplier-expense a “completed accessibility conformance report indicating the level of conformance with accessibility.” Areas of non-conformance require supplier submit a completed Vendor Accessibility Roadmap outlining non-compliant areas and providing timeline for compliance. (Code of Virginia §2.2-3503).
2. Non-accessible ICT may be considered if the product does not preclude individuals with disabilities from the benefit(s) of any program, service or activity provided (Code of Virginia §2.2-3503).
3. Submission of proposals to include ACR or VPAT or other documents as above is necessary to show compliance with Code of Virginia §§2.2-3500-3504, 29 USC §794d (Electronic and information technology), 47 USC §255 (Access by individuals with disabilities), and 28 CFR §35.200 (Requirements for web and mobile accessibility).

NONVISUAL ACCESS TO TECHNOLOGY: All information technology (the “Technology”) which is purchased or upgraded by the VCCS will comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

1. Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means.
2. Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts.
3. Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
4. Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
5. Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

These terms are intended to comply with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.

In addition, the Contract is hereby amended to include the following Information Technology Terms and Conditions:

1. Sensitive Information. In instances where any contract, purchase order, or Scope of Work is for the provision of Public Cloud Services where VCCS sensitive data may be exchanged, Contractor shall provide an independently certified System and Organization Controls (SOC) 2 Type 2 Audit Report or a SOC Cybersecurity Report or equivalent certification for all parties to the contract and annual updates during the term of the contract.
2. Issue Notification: If either party detects any AI-related issues, including data breaches, inaccurate, biased, or unrepresentative outputs, they must promptly notify the other party within 24 hours, providing a detailed description and immediate mitigation steps. Both parties will collaborate on a remediation plan, with the customer having the right to suspend AI use until the issue is resolved. If unresolved within 30 days, the customer may terminate the agreement without penalty. Both parties agree to act diligently and bear their own costs for issue resolution.

The Contractor’s form contract as modified by this addendum constitutes the entire agreement between the parties and may not be modified or amended except by further written agreement.

IN WITNESS WHEREOF, the parties have obtained all necessary approvals and have caused the contract and this addendum to the contract to be executed by their duly authorized representatives.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|

|  |  |  |
| --- | --- | --- |
| **VENDOR NAME** |  | **VIRGINIA COMMUNITY COLLEGE SYSTEM** |
| BY: |  | BY: |
| NAME: |  | NAME: |
| TITLE: |  | TITLE: |
| DATE: |  | DATE: |

 |  |
| This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status, status as a military family, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.f in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal. |  |
|  |  |
|  |  |