
CITY OF ROCKVILLE, MARYLAND
Rider Agreement

This **RIDER AGREEMENT** (this “**Rider Agreement**”) is made this is made this [REDACTED] day of _____ 2026 (the “**Effective Date**”), by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a body politic and municipal corporation of the State of Maryland, acting through its City Manager (the “**Mayor and Council**” or the “**City**”), and **HUMAN CIRCUIT HOLDINGS, LLC**, a Maryland limited liability company with a principal place of business at 211 Perry Parkway, Suite 7, Gaithersburg, MD 20877, formerly known as Human Circuit, Inc. (the “**Contractor**”). Individually, the Mayor and Council and the Contractor may each be referred to as the “**Party**,” or collectively as the “**Parties**.”

RECITALS

- A. **WHEREAS**, the Mayor and Council desires to procure various Goods and Services, including installation, for the City’s Emergency Management Center (the “**Goods and Services**”); and
- B. **WHEREAS**, in accordance with Section 17-71(b) of the Rockville City Code, the City may enter into a contract to procure the Goods and Services from the Contractor without utilizing the City’s formal solicitation process if (i) if the Contractor has entered into a contract to provide the Goods and Services to “other state or local governments or agencies,” (ii) the other state or local government or agency arrived at the contract terms for the Goods and Services with the Contractor “through a competitive procurement procedure similar to the procedure used by the City,” and (iii) the City obtains the same contract terms the Contractor offered to the other state or local government or agency; and
- C. **WHEREAS**, Virginia Commonwealth University, a corporation and an institution of higher education of the Commonwealth of Virginia (“**VCU**”) utilizes certain competitive procurement procedures, and the City of Rockville Department of Procurement has determined that VCU’s competitive procurement procedures are similar to the competitive procurement procedures utilized by the City; and
- D. **WHEREAS**, on November 19, 2021, VCU issued Request for Proposal 146784801JL (the “**VCU RFP**”) to solicit the procurement of Audio Visual Products, Service and Maintenance, and on December 22, 2021, the Contractor submitted a response to the VCU RFP agreeing to provide such products, service, and maintenance, including the Goods and Services, to VCU; and
- E. **WHEREAS**, on June 6, 2022, VCU entered into an agreement with the Contractor, which agreement was renewed on May 11, 2023, and May 22, 2024, and amended on June 20, 2025 (collectively, the “**VCU Procurement Agreement**”), attached hereto as **Exhibit A** and incorporated by this reference, pursuant to which the Contractor agreed to provide VCU with, among other things, the Goods and Services. In accordance with Section 17-71(b) of the Rockville City Code, the same terms and conditions of the VCU Procurement

Agreement for the procurement of the Goods and Services are extended to the City by Contractor; and

- F. **WHEREAS**, the Parties agree that where the terms of this Rider Agreement vary from the terms and conditions of the VCU Procurement Agreement, the terms and conditions of this Rider Agreement shall prevail.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the covenants, warranties and agreements of the Parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

OPERATIVE PROVISIONS

ARTICLE I. CONTRACTOR PROVISION OF GOODS AND/OR SERVICES

Section 1.01. Scope of Work. The Contractor shall, in the usual and customary manner consistent with the highest quality industry standards, provide to the City the Goods and Services in accordance with the “**Scope of Work**” in **Exhibit B**, which is attached hereto and incorporated by this reference. Where the terms of this Rider Agreement vary from the terms and conditions of the Scope of Work, the terms and conditions of this Rider Agreement shall prevail.

Section 1.02. Project Administrator. The Contractor shall provide the Scope of Work to the City under the direction of the following Project Administrator:

Gabriel Kosarek, Engineering Supervisor
111 Maryland Avenue, Rockville, MD 20850
240-314-8513
gkosarek@rockvillemd.gov

It shall be the Contractor’s responsibility to ensure that the Project Administrator is kept informed on the progress of the Scope of Work. The Contractor shall refer any decisions which must be made by the City to the Project Administrator. The City Manager or his designee may modify the foregoing list of Project Administrator(s) by notifying the Contractor of such modification in writing.

Section 1.03. Notices to Proceed. The Project Administrator shall provide the Contractor with a City of Rockville Notice to Proceed (“**Notice to Proceed**”), after which the Contractor must provide the goods and services pursuant to the Scope of Work. All changes including without limitation scope and timeline must be communicated to the Project Administrator and if acceptable confirmed by the supplemental Notice to Proceed.

(a) Any work performed outside the scope of a written Notice to Proceed is at Contractor’s risk and faces the probability of delayed or denied payment.

(b) Any agreements or stipulations in any work order that are contrary to the terms of this Agreement shall be void unless the Parties have expressly agreed in writing that such agreement shall supersede the terms of this Agreement.

ARTICLE II. CONTRACT TERM

Section 2.01. Contract Term. The duration of this Rider Agreement shall begin on the Effective Date and shall expire on June 30, 2027 (the “**Contract Term**”), unless earlier terminated in accordance with Article IX below.

Section 2.02. Time of Essence. Time is of the essence in the performance of the Scope of Work.

ARTICLE III. COMPENSATION AND PAYMENT

Section 3.01. Compensation; Required Appropriation of Funds.

(a) In order to compensate the Contractor for its performance of the Scope of Work and the provision of the Goods and Services, the Mayor and Council agrees to pay the Contractor, subject to any limitations set forth in this Rider Agreement, an amount not to exceed **Four Hundred Ninety Three Thousand Eight Hundred Forty Nine and 10/100 Dollars (\$493,849.10)** (the “**Contract Sum**”). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section 3.01 shall be at no cost to the Mayor and Council.

(b) All payments made under this Rider Agreement are contingent upon appropriation and encumbrance of funds by the Mayor and Council.

Section 3.02. Manner and Method of Payment; Invoices.

(a) The City shall pay the Contractor in accordance with the Scope of Work. The Contractor is not entitled to a total payment, including fees for expenses, that exceed the Contract Sum.

(b) Invoices.

(i) Consistent with the Scope of Work, the Contractor shall submit to the City Manager or his designee invoices, in duplicate, for all work performed, tasks and deliverable completed, and expenses incurred in a form approved by City of Rockville Chief Financial Officer or her designee. The invoice shall include detailed charges for all necessary and actual expenses by the following categories: labor (by sub-category), materials, equipment, supplies, and Subcontractor contracts. Subcontractor charges shall also be detailed by such categories.

(ii) The City Manager or his designee will independently review the invoices submitted by the Contractor to determine whether the work performed, tasks and deliverables

completed, and expenses incurred for the provision of the Audiovisual Equipment are in compliance with the provisions of this Rider Agreement. Except as to any charges for work performed or expenses incurred by the Contractor which are disputed by the City, or as provided in Section 9.03, the City will use its best efforts to cause the Contractor to be paid within thirty (30) days of receipt the Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by the City, the original invoice shall be returned by the City to the Contractor for correction and resubmission.

(iii) All invoices shall be forwarded to the following address:

Gabriel Kosarek, Engineering Supervisor
111 Maryland Avenue, Rockville, MD 20850
240-314-8513
gkosarek@rockvillemd.gov

(iv) Electronic Payment Option. The City's Vendor ACH Payment Program allows payments to be deposited directly into a designated financial institution account. Funds will be deposited into the account identified automatically and on time. There is no additional cost to participate. All transactions are conducted in a secure environment.

(v) Payment to Subcontractor. Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this Rider Agreement, the Contractor shall either: (A) pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this Rider Agreement; or (B) notify the City and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment and the reason for non-payment. In no event shall the City be liable for the Contractor's failure to pay a subcontractor. It is the Contractor's responsibility to ensure that no lien for work performed by the Contractor or subcontractor is placed on the City.

Section 3.03. Waiver. Payment to the Contractor for work performed and expenses incurred for the provision of the Goods and Services pursuant to this Rider Agreement shall not be deemed to waive defects in the work performed by the Contractor.

Section 3.04. Errors and Omissions. The Contractor is solely responsible for costs, including, but not limited to, increases in the cost of providing the Goods and Services and services, arising from or caused by the Contractor's errors and omissions, as applicable, including, but not limited to, the costs of corrections of such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

ARTICLE IV. COORDINATION OF WORK

Section 4.01. Representatives and Personnel of Contractor. The following key personnel of the Contractor (the "Key Personnel") are hereby designated as being the principals

and representatives of the Contractor, authorized to act on its behalf with respect to the work related to the provision of the Goods and Services and make all decisions in connection therewith.

Bruce Kaufmann, President & CEO

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing personnel were a substantial inducement for the City to enter into this Rider Agreement. Therefore, the foregoing Key Personnel shall be responsible during the Term of this Rider Agreement for directing all activities of the Contractor and devoting sufficient time to personally supervise the work hereunder.

Section 4.02. Status of Contractor. The Contractor shall have no authority to bind the officials, officers, employees or agents of the City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the City, whether by contract or otherwise, unless such authority is expressly conferred under this Rider Agreement or is otherwise expressly conferred in writing by the City Manager. The Contractor shall not at any time or in any manner represent that the Contractor or any of the Contractor's officers, employees, agents, or Subcontractors are in any manner officials, officers, employees or agents of the City. Neither the Contractor, nor any of the Contractor's officers, employees, agents, or Subcontractors, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the City's employees. The Contractor expressly waives any claim the Contractor may have to any such rights.

Section 4.03. Independent Contractor. Neither the City, nor any of its officials, officers, employees or agents shall (i) have control over the manner, mode or means by which the Contractor, its employees, agents, or Subcontractors perform the work related to the provision of the Goods and Services, except as otherwise set forth herein; or (ii) have a voice in the selection, discharge, supervision or control of the Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. The Contractor shall perform all services required herein as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of the Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with the Contractor.

Section 4.04. Intentionally Omitted.

ARTICLE V. CONTRACTOR COVENANTS AND OBLIGATIONS

Section 5.01. Contractor Qualifications. The Contractor covenants that it, its employees, agents and subcontractors, if any, have and shall maintain during the term of this Rider Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform Scope of Work related to the provision of the Goods and Services.

Section 5.02. Standard of Care. The Contractor covenants that it shall follow the highest professional standards in performing the work related to the provision of the Goods and Services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Rider Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Section 5.03. Compliance with Law. The Contractor covenants that it shall keep itself informed concerning and shall perform all services and the Scope of Work hereunder in accordance with all ordinances, resolutions, rules, and regulations of the City and any applicable Federal, State or local governmental entity having jurisdiction in effect at the time services are rendered and the Scope of Work performed.

Section 5.04. Licenses, Permits, Fees and Assessments. The Contractor covenants that it shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Scope of Work required by this Rider Agreement. The Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the Scope of Work required by this Rider Agreement, and shall indemnify, defend and hold harmless the City, its officers, employees or agents of the City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the City hereunder.

Section 5.05. Conflict of Interest. The Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder the Contractor’s performance of work related to the provision of the Goods and Services. The Contractor further covenants that in the provision of the Goods and Services, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, if any, without the express written consent of the City Manager. The Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Rider Agreement. The Contractor further covenants that, in the performance of this Rider Agreement, it will not employ subcontractors or other persons or parties having such an interest. The Contractor certifies that no person who has or will have any financial interest under this Rider Agreement is a member, officer or employee of the City; this provision will be interpreted in accordance with the applicable provisions of the Rockville City Code, as amended from time to time. The Contractor agrees to notify the City Manager or designee if any conflict arises.

Section 5.06. Compliance with ADA. The Contractor covenants and agrees that pursuant to the Americans with Disabilities Act of 1990, as amended (the “ADA”), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, are required to be accessible to the disabled public. The Contractor will perform the Scope of Work specified in this Rider Agreement in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. The Contractor will not discriminate against persons with disabilities in the

performance of the Scope of Work for the provision of services, benefits or activities provided under this Rider Agreement.

ARTICLE VI. RECORDS, REPORTS, AUDIT, AND RELEASE OF INFORMATION

Section 6.01. Records. The Contractor shall keep, and require subcontractors, if any, to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, records, reports, studies, documents or other information relating to the disbursements charged to City and services performed hereunder (the “**Books and Records**”), as shall be necessary to perform the work related to the provision of the Goods and Services required by this Rider Agreement and enable the Project Administrator to evaluate the performance of such Goods and Services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The City Manager and his designee shall have full and free access to such Books and Records at all times during normal business hours of the City of Rockville, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of five (5) years following completion of the Scope of Work hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of the Contractor’s business, custody of the Books and Records may be given to City, and access shall be provided by the Contractor’s successor in interest.

Section 6.02. Reports. The Contractor shall periodically prepare and submit to the Project Administrator such reports concerning the performance related to the provision of the Goods and Services as the Project Administrator shall require. The Contractor hereby acknowledges that the cost of work and services to be performed pursuant to this Rider Agreement is a priority for the City. For this reason, the Contractor agrees that if the Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if the Contractor is providing design services, the cost of the project being designed, the Contractor shall promptly notify the Project Administrator of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if the Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

Section 6.03. Right to Audit. The City retains the right to review and audit, and the reasonable right of access to the Contractor's and any Subcontractor's premises, to review and audit the Contractor 's or Subcontractor's compliance with the provisions of this Rider Agreement (the “**City's Audit Right**”). The City's Audit Right includes the right to inspect, photocopy, and retain copies of the Books and Records, outside of the Contractor 's premises if deemed necessary by the City in its sole discretion. The City shall keep these Books and Records confidential to the extent permitted by law.

(a) **Audit.** The City's Audit Right includes the right to examine the Books and Records of procedures and practices that the City determines are necessary to discover and verify that the Contractor or Subcontractor is in compliance with all requirements under this Rider Agreement.

(b) Cost Audit. If there is a claim for additional compensation, the City's Audit Right includes the right to Books and Records that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

(c) Accounting Records. The Contractor and all Subcontractors shall maintain complete and accurate Books and Records in accordance with generally accepted accounting practices. The Contractor and Subcontractors shall make available to the City for review and audit all Books and Records relating to the Scope of Work. Upon the City's request, the Contractor and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

(d) City's Audit Right Binding on Subcontractors. The Contractor shall include the City's Audit Right as described in this Section 6.03 in any and all of their subcontracts and shall ensure that these sections are binding upon all Subcontractors.

Section 6.04. Intentionally Omitted.

Section 6.05. Confidentiality and Release of Information.

(a) All information gained or work product produced by the Contractor in performance of this Rider Agreement shall be considered confidential, unless such information is in the public domain or already known to the Contractor. The Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Project Administrator.

(b) The Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Administrator or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Rider Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided the Contractor gives City notice of such court order or subpoena.

(c) If the Contractor, or any officer, employee, agent or subcontractor of the Contractor, provides any information or work product in violation of this Rider Agreement, then the City shall have the right to reimbursement and indemnity from the Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of the Contractor's conduct.

(d) The Contractor shall promptly notify the City should the Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Rider Agreement and the work performed there under. The City retains the right, but has no obligation, to represent the Contractor or be present at any deposition, hearing or similar proceeding. The Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery

requests provided by the Contractor. However, this right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response.

ARTICLE VII. INSURANCE AND INDEMNIFICATION

Section 7.01. Insurance Requirement.

(a) At the discretion of the Risk Manager for the City of Rockville (the “**Risk Manager**”), the Contractor shall be required to obtain and maintain, at its sole cost and expense, in a form and content satisfactory to the Risk Manager, during the entire term of this Rider Agreement including any extensions thereof, the insurance coverages described in **Exhibit C**, entitled “**Insurance Requirements**”, which Insurance Requirements shall cover the Mayor and Council, its appointed officers, and employees and agents of the City of Rockville.

(b) In the event the Contractor subcontracts any portion of the work in compliance with Section 4.04 of this Rider Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 7.01, and such certificates and endorsements shall be provided to the Risk Manager.

Section 7.02. Indemnification. To the full extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the Mayor and Council and its appointed officers, employees and agents (“**Indemnified Parties**”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “**Claims or Liabilities**”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of the Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which the Contractor is legally liable (“**Indemnors**”), or arising from the Contractor’s reckless or willful misconduct, or arising from the Contractor’s Indemnors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Rider Agreement, and in connection therewith:

(a) The Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) The Contractor will promptly pay any judgment rendered against the Mayor and Council, its appointed officers, agents or employees for any such Claims or Liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of the Contractor hereunder; and the Contractor agrees to save and hold the Mayor and Council, its appointed officers, agents, and employees harmless therefrom;

(c) In the event the Mayor and Council, its appointed officers, agents or employees is made a party to any action or proceeding filed or prosecuted against the Contractor

for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of the Contractor hereunder, the Contractor agrees to pay to the Mayor and Council, its appointed officers, agents or employees, any and all costs and expenses incurred by the Mayor and Council, its appointed officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

The Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so the Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of the Contractor in the performance of services hereunder. The provisions of this Section do not apply to Claims or Liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of the Contractor and shall survive termination of this Rider Agreement.

Section 7.03. Intentionally Omitted.

Section 7.04. Sufficiency of Insurer or Surety. Insurance or bonds required by this Rider Agreement shall be satisfactory only if issued by companies qualified to do business in Maryland, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager due to unique circumstances. If this Rider Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Rider Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond (if any) may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Manager within 10 days of receipt of notice from the Risk Manager.

ARTICLE VIII. CONTRACTOR REPRESENTATIONS AND WARRANTIES

As a material inducement to the Mayor and Council's entry into this Rider Agreement, the Contractor hereby (i) makes the following representations and warranties to the Mayor and Council, as of the Effective Date, (ii) covenants that until the expiration or earlier termination of this Rider Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Rider Agreement not to be true, the Contractor shall promptly give written notice of such fact or condition to the City Manager or his authorized designee, (iii) acknowledges that the Mayor and Council shall rely upon the Contractor's representations made herein notwithstanding any investigation made by or on behalf of the Mayor

and Council, and (iv) agrees that such representations and warranties shall survive until the expiration or termination of this Rider Agreement:

Section 8.01. Organization. The Contractor is duly organized, validly existing and in good standing under the laws of the state in which it is organized and is duly qualified to conduct business in the State of Maryland.

Section 8.02. Authority of the Contractor. The Contractor has full power and authority to execute and deliver this Rider Agreement, and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Rider Agreement, and to perform and observe the terms and provisions of all of the above.

Section 8.03. Authority of Persons Executing Documents. This Rider Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Rider Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Contractor, and all actions required under the Contractor's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Rider Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Rider Agreement, have been duly taken (to the extent such actions are required as of the date of execution and delivery of the above-named documents).

Section 8.04. No Breach of Law or Agreement. To the Contractor's knowledge, neither the execution nor delivery of this Rider Agreement or any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Rider Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Contractor, or any provision of the organizational documents of the Contractor, or will materially conflict with or constitute a material breach of or a material default under any agreement to which the Contractor is a party, or will result in the creation or imposition of any lien upon assets or property of the Contractor, other than liens established pursuant hereto.

Section 8.05. Qualifications. The Contractor, its employees, agents and subcontractors, if any, possess the necessary professional expertise, qualifications and capabilities, and all required licenses and certifications to perform the Scope of Work and provide the Goods and Services.

ARTICLE IX. ENFORCEMENT OF AGREEMENT AND TERMINATION

Section 9.01. Maryland Law. This Rider Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of Maryland. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Rider Agreement shall be instituted in the Circuit Court of Montgomery County, State of Maryland, and the Contractor covenants and agrees to submit to the personal jurisdiction

of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the State of Maryland, Southern Division.

Section 9.02. Disputes; Default. In the event that the Contractor is in default under the terms of this Rider Agreement, the City shall not have any obligation or duty to continue compensating the Contractor for any work performed after the date of default. Instead, the City may give notice to the Contractor of the default and the reasons for the default. The notice shall include the timeframe in which the Contractor may cure the default. This timeframe is presumptively twenty (20) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that the Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If the Contractor does not cure the default, the City may take necessary steps to terminate this Rider Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Rider Agreement.

Section 9.03. Retention of Funds. The Contractor hereby authorizes the City to deduct from any amount payable to the Contractor (whether or not arising out of this Rider Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the City for any losses, costs, liabilities, or damages suffered by the City, and (ii) all amounts for which the City may be liable to third parties, by reason of the Contractor's acts or omissions in performing or failing to perform the Contractor's obligation under this Rider Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by the Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, the City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect the City as elsewhere provided herein.

Section 9.04. Waiver. Waiver by either Party to this Rider Agreement of any term, condition, or covenant of this Rider Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Rider Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Rider Agreement. Acceptance by the City of any work or services by the Contractor shall not constitute a waiver of any of the provisions of this Rider Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Rider Agreement.

Section 9.05. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Rider Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies

shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

Section 9.06. Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Rider Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Rider Agreement.

Section 9.07. Intentionally Omitted.

Section 9.08. Termination Prior to Expiration of Term. This Section shall govern any termination of this Rider Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Rider Agreement at any time, with or without cause, upon thirty (30) days' written notice to the Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the City Manager or his designee. Upon receipt of any notice of termination, the Contractor shall immediately cease all work hereunder except such as may be specifically approved by the City Manager or his designee. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all portions of the Scope of Work performed prior to the effective date of the notice of termination for any Scope of Work authorized by the City Manager or his designee or such as may be approved by the City Manager or his designee, except as provided in Section 7.02. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 9.02.

Section 9.09. Termination for Default by Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Rider Agreement, the City may, after compliance with the provisions of Section 9.02, take over the work related to the provision of the Goods and Services and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Goods and Services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and the City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

Section 9.10. Attorneys' Fees. If either Party to this Rider Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Rider Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such

litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE X. MISCELLANEOUS PROVISIONS

Section 10.01. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Contractor and the City shall be given either by (a) personal service, (b) delivery by reputable overnight document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (c) mailing utilizing a certified or mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, addressed to:

To the City:

Mayor and Council of Rockville
c/o Department of Public Works
111 Maryland Avenue
Rockville, Maryland 20850
Attn: Director of Public Works
Email: csimoneau@rockvillemd.gov
Telephone: (240) 314-8502

With copies to:

Office of the City Manager
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Manager
Email: cmo@rockvillemd.gov
Telephone: (240) 314-8102

Office of the City Attorney
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Attorney
Email: cityattorney@rockvillemd.gov
Telephone: (240) 314-8150

Department of Purchasing
111 Maryland Avenue
Rockville, Maryland 20850
Attn: Director
Email: procurement@rockvillemd.gov
Telephone: (240) 314-8432

To the Contractor:

Bruce Kaufmann
211 Perry Parkway Suite 7
Gaithersburg, MD 20877
(202)438-0044

Notices personally delivered shall be deemed effective upon receipt or refusal thereof. Notices given by a reputable overnight document delivery service shall be deemed effective one (1) business day after delivery by such service. Notices mailed shall be deemed effective on the fifth (5th) business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing. As used herein, “business day” means a day other than Saturday, Sunday, or a federal holiday, state holiday in the State of Maryland, or a city holiday in the City of Rockville, Maryland.

Section 10.02. Incorporation of Recitals; Interpretation.

(a) **Incorporation of Recitals.** The Recitals and Exhibits are an integral part of this Rider Agreement and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Rider Agreement. Accordingly, the Recitals above and Exhibits attached are incorporated as if fully set forth into this Rider Agreement by this reference and incorporated by reference and state the obligations as if the parties to the VCU Procurement Agreement were identical to the parties of this Rider Agreement.

(b) **Interpretation.** The terms of this Rider Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Rider Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Rider Agreement. In the event of any conflict or inconsistency between the provisions of this Rider Agreement and the VCU Procurement Agreement, the provisions of this Rider Agreement will prevail and govern the interpretation thereof.

Section 10.03. Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the Mayor and Council shall be personally liable to the Contractor in the event of any default or breach by the Mayor and Council or for any amount which may become due to the Contractor or its successors or assigns or on any obligation under the terms of this Rider Agreement.

Section 10.04. No Waiver of Sovereign Immunity by Mayor and Council. Notwithstanding any other provisions of this Rider Agreement to the contrary, nothing in this Rider Agreement nor any action taken by the Mayor and Council pursuant to this Rider Agreement nor any document which arises out of this Rider Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Mayor and Council and its appointed officials, officers and employees.

Section 10.05. No Third-Party Beneficiaries. No provision of this Rider Agreement shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.

Section 10.06. Equal Opportunity Employment. Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

If Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts with the Mayor and Council. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

Section 10.07. Authority of the City Manager in Disputes. Any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by this Rider Agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under this Rider Agreement. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.

Section 10.08. Tax Exemption. The City is exempt from the payment of any federal excise or any Maryland sales tax.

Section 10.09. Severability. If any term, provision, covenant, or condition of this Rider Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Rider Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Rider Agreement. In the event that all or any portion of this Rider Agreement is found to be unenforceable, this Rider Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Rider Agreement or that portion which is found to be unenforceable.

Section 10.10. Entire Agreement, Waivers and Amendments. This Rider Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties. All waivers of the provisions of this Rider Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties.

Section 10.11. Counterparts. This Rider Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

Section 10.12. Electronic Signatures. This Agreement may be executed by electronic signature, which will be construed as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, “electronic signature” means electronically scanned and transmitted versions (e.g., via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as DocuSign or Adobe Sign.

[Signatures on following page.]

IN WITNESS WHEREOF, the Mayor and Council and the Contractor have each executed, or caused to be duly executed, this Rider Agreement for the procurement of the Goods and Services under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives thereunto duly authorized) as of the day and year first written above.

MAYOR AND COUNCIL

Approved as to form:

**THE MAYOR AND COUNCIL OF
ROCKVILLE**, a body corporate and municipal
corporation of the State of Maryland

Cynthia Walters, Acting City Attorney

By: _____
Jeff Mihelich, City Manager

CONTRACTOR

HUMAN CIRCUIT HOLDINGS, LLC, a
Maryland limited liability company

By: _____
Bruce Kaufmann, President & CEO

EXHIBIT A
VCU Procurement Agreement

See Attached



VCU

EXHIBIT A

Amendment

THIRD AMENDMENT

Virginia Commonwealth University ("VCU" or "University") and Human Circuit, Inc. ("Firm") are amending their Agreement, C0002293, dated June 6, 2022 ("Contract/Agreement").

WHEREAS, VCU desires to continue to obtain the goods and services that Firm offers as revised herein; and

WHEREAS, Firm agrees to continue to provide the goods and services to VCU as revised herein;

NOW THEREFORE, VCU and Firm agree to enter into this Amendment to allow the following changes and additions to the Contract/Agreement:

1. Master Services Agreement, Item 3 titled "TERM and RENEWAL of CONTRACT:" The following shall be added to the end of the paragraph:

"The renewal term may take place every two years or other term as agreed to by the parties in writing."

2. The parties agree to renew the contract at this time through the period ending on 06/30/2027.
3. Publicly Accessible Contract (PAC) Agreement, Section III. B: The address is deleted in its entirety and replaced with the following:

Constance Alexander, Office Manager
Procurement and Supplier Diversity Services
University of Virginia, Carruthers Hall
PO Box 400202
1001 N. Emmet Street
Charlottesville, VA 22904

4. Except as modified herein, all other provisions of the Contract/Agreement, including all other Appendices and terms and conditions set forth in the Contract/Agreement, shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment, entered into as of the date of the last signature affixed below, to be duly executed and thereby to be legally bound.

(signature page to follow)

Virginia Commonwealth University



Signature

Name: John McHugh

Title: Director, Procurement Services

Date: June 20, 2025

Human Circuit Inc.



Signature

Name: Bruce Kaufmann

Title: President & CEO

Date: 6/10/2025

**Broadcast Television Equipment****Audio**

Sennheiser	10%
Brightline	10%
Wohler	5%
SSL	5%

Cameras, Camcorders, VTRs

Hitachi	13%
Ikegami	16%
JVC	15%
Panasonic	15%
Sony	5%

Character Generation

Imagine	13%
Ross Video	10%

Editing

AJA	10%
Apple	5%
EditShare	5%
SNS (Studio Network Solutions)	5%
CatDV	5%

Lenses

Fujinon	15%
Canon	10%

Monitoring

Ikegami	15%
JVC	15%
Marshall	15%
Panasonic	15%
Sony	5%
TVLogic	5%
Wohler	5%

Racks

Middle Atlantic	15%
SKB	5%
Winsted	17%

Routing

Evertz	10%
Imagine	15%
Pesa	5%
Ross Video	10%

Servers & Storage

360 Systems	7%
Elemental	5%
Imagine	15%
Harmonic	15%
EditShare	5%
SNS (Studio Network Solutions)	5%
Cablecast	5%

Support

Anton Bauer	15%
Brightline	10%
Miller	5%
Sachtler	5%
Vinten	5%
Manfrotto	5%

Switching

Ross Video	13%
Sony	5%
Panasonic	15%

Intercom

GreenGo Digital	10%
ClearCom	15%

Teleprompting

Autoscript	5%
Cuescript	15%

Terminal Equipment

ADC	11%
Cobalt	10%
Evertz	10%
Imagine	15%
Ross Video	13%
Bitree	10%

Test & Measurement

Evertz	10%
Imagine	15%
Leader	5%

Multimedia Presentation Equipment**Audio**

AKG	20%
Audio Technica	15%
Biamp	13%
Brahler	5%
Behringer	5%
BSS Audio	10%
ClearOne	20%
Crown	20%
Earthworks	5%
Electrovoice	20%
JBL	20%
Mackie	15%
Polycom	15%
QSC	17%
Samson	15%
Sennheiser	12%
Shure	20%
Sony	5%
Symetrix	15%
Tannoy	15%
Telex	10%
Telos	5%
TOA	15%

Control Systems

AMX	27%
Crestron	27%
Atlona	5%
Extron	15%
Mersive	15%
Kramer	15%

Displays

Christie	10%
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Sharp/NEC	15%
Panasonic	15%
Planar	15%
Samsung	15%
Sony	5%

Document Cameras

Samsung	15%
Vaddio	12%
Wolfvision	15%

DVD & DVR

Denon Marantz	15%
JVC	15%
Sony	5%
Tascam	15%

Interactive White Board

Hitachi	15%
Panasonic	15%
Samsung	15%

Pan/Tilt/Zoom Cameras

Fujinon	15%
Hitachi	12%
Panasonic	12%
Vaddio	12%
Axis	15%
BirdDog	10%

Projectors

Christie	10%
Digital Projection	15%
Sharp/NEC	15%
Sony	5%
Barco	15%

Screens

Chief	20%
Da-Lite	20%
Draper	22%
Stewart	20%

Switching/Routing/Distribution

Analog Way	10%
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AMX	20%
Extron	23%
Kramer	15%
TVOne	15%
Pesa	5%
RGB Spectrum	10%
Evertz	10%
Imagine	15%
IHSE	10%

Multimedia Development Equipment

Computer Peripherals

CatDV	5%
Cisco	10%
APC	5%
Tripplite/Eaton	10%
Quantum	10%
Spectra Logic	10%

Digital Signage

Imagine	15%
Sony	5%
AMX	27%
Brightsign	10%
Spinetix	10%

PC/MAC Hardware

Apple	5%
Dell	5%
Hewlett Packard	5%

Software

Adobe	5%
Apple	5%
Autodesk	10%

Satellite Transmitting and Receiving Equipment

LiveU	5%
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Teleconferencing and Communications Equipment

Codecs & Systems

Polycom	15%
Cisco	12%

Computer Presentation Equipment**Control Systems**

Altinex	15%
AMX	27%
Crestron	27%
Atlona	5%
Extron	15%
Aurora Multimedia	15%

Displays

Christie	10%
Sharp/NEC	15%
Panasonic	20%
Planar	15%
Samsung	15%
Sony	5%

DVD & DVR

Denon Marantz	15%
JVC	15%
Pioneer	15%
Sony	5%

Interactive White Board

Hitachi	15%
Panasonic	15%
Samsung	15%

Projectors

Christie	10%
Digital Projection	15%
Sharp/NEC	15%
Sony	5%
Barco	15%

Screens

Chief	20%
Da-Lite	20%
Draper	22%
Stewart	20%

Streaming & Encoding

Imagine	12%
---------	-----

HaiVision	10%
Vbrick	17%
Extron	15%
AWS Elemental	5%
AJA	10%

Switching/Routing/Distribution

Altinex	10%
Analog Way	10%
Extron	23%
Pesa	5%
Atlona	5%
AMX	27%
Crestron	27%

Broadband Distribution Equipment

Blonder Tongue	10%
Toner	10%
ZVee	10%

Multimedia Furniture

Bretford	15%
Custom Display	15%
Interpretive Woodworking	17%
Luxor	10%
Marshall	15%
Middle Atlantic	15%
RP Visual	15%
SKB	5%
Winsted	17%

Intercom

GreenGo Digital	10%
ClearCom	5%

Video Walls

Barco	10%
Liantronics	10%
Absen	10%

Professional Services

<u>Service</u>	List \$	Discounted Price
Engineering	\$225.00	\$215.06/per hour
Subject Matter Expert	\$350.00	\$334.53/per hour
Project Supervisor	\$123.00	\$117.88/per hour
Integration	\$106.00	\$101.32/per hour
Project Management	\$200.00	\$191.16/per hour
Programming	\$225.00	\$215.06/per hour
Training	\$1,800.00/Day	\$1720.46/per day
Administrative Services	\$ 75.00	\$71.44/per hour

(After Hours Engineering 2 Hour Minimum Portal to Portal = **\$645.18/per hour**)

The number of hours required for After Warranty Period System Maintenance Contracts are determined prices based on individual system composition. A VASCUPP member would call Human Circuit for a quotation as needed.



VCU Procurement Services

CONTRACT RENEWAL

DATE: 5/22/2024

CONTRACT TITLE: Human Circuit Audio Visual Products, Service and Maintenance

CONTRACT NO: C0002293

NEW START DATE: 7/1/2024

NEW END DATE: 6/30/2025

RENEWAL NUMBER: 2 of 7

CONTRACTOR: Human Circuit Inc.

PRICING:

Select one of the options below.

- ☐ Pricing remains the same as the previous contract period.
- ☒ Attached is the revised pricing in accordance with the contract terms.

CERTIFICATE OF INSURANCE:

- ☒ By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing Virginia Commonwealth University as the "Additional Insured", citing the contractor's name and contract number, emailed to msmosley@vcu.edu or mailed to Virginia Commonwealth University Risk Management, P.O. Box 843040, Richmond, VA.

All other terms and conditions of C0002293 shall remain unchanged and in full force and effect.

RESPONSE:

Human Circuit Inc.

Name of Firm

Signature *Bruce Kaufmann*

Name Printed Bruce Kaufmann

Title President & CEO

Date June 17, 2024

Broadcast Television Equipment

Audio

Sennheiser	10%
Brightline	10%
Wohler	5%
SSL	5%

Cameras, Camcorders, VTRs

Hitachi	13%
Ikegami	16%
JVC	15%
Panasonic	15%
Sony	5%

Character Generation

Imagine	13%
Ross Video	10%

Editing

AJA	10%
Apple	5%
EditShare	5%
SNS (Studio Network Solutions)	5%
CatDV	5%

Lenses

Fujinon	15%
Canon	10%

Monitoring

Ikegami	15%
JVC	15%
Marshall	15%
Panasonic	15%
Sony	5%
TVLogic	5%
Wohler	5%

Racks

Middle Atlantic	15%
SKB	5%
Winsted	17%

Routing

VASCUPP Contract C0002293 (Effective 7/1/24 – 6/30/25) 5 option renewal years

Evertz	10%
Imagine	15%
Pesa	5%
Ross Video	10%

Servers & Storage

360 Systems	7%
Elemental	5%
Imagine	15%
Harmonic	15%
EditShare	5%
SNS (Studio Network Solutions)	5%
Cablecast	5%

Support

Anton Bauer	15%
Brightline	10%
Miller	5%
Sachtler	5%
Vinten	5%
Manfrotto	5%

Switching

Ross Video	13%
Sony	5%
Panasonic	15%

Intercom

GreenGo Digital	10%
ClearCom	15%

Teleprompting

Autoscript	5%
Cuescript	15%

Terminal Equipment

ADC	11%
Cobalt	10%
Evertz	10%
Imagine	15%
Ross Video	13%
Bitree	10%

Test & Measurement

Evertz	10%
Imagine	15%
Leader	5%

Multimedia Presentation Equipment

Audio

AKG	20%
Audio Technica	15%
Biamp	13%
Brahler	5%
Behringer	5%
BSS Audio	10%
ClearOne	20%
Crown	20%
Earthworks	5%
Electrovoice	20%
JBL	20%
Mackie	15%
Polycom	15%
QSC	17%
Samson	15%
Sennheiser	12%
Shure	20%
Sony	5%
Symetrix	15%
Tannoy	15%
Telex	10%
Telos	5%
TOA	15%

Control Systems

AMX	27%
Crestron	27%
Atlona	5%
Extron	15%
Mersive	15%
Kramer	15%

Displays

Christie	10%
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Sharp/NEC	15%
Panasonic	15%
Planar	15%
Samsung	15%
Sony	5%

Document Cameras

Samsung	15%
Vaddio	12%
Wolfvision	15%

DVD & DVR

Denon Marantz	15%
JVC	15%
Sony	5%
Tascam	15%

Interactive White Board

Hitachi	15%
Panasonic	15%
Samsung	15%

Pan/Tilt/Zoom Cameras

Fujinon	15%
Hitachi	12%
Panasonic	12%
Vaddio	12%
Axis	15%
BirdDog	10%

Projectors

Christie	10%
Digital Projection	15%
Sharp/NEC	15%
Sony	5%
Barco	15%

Screens

Chief	20%
Da-Lite	20%
Draper	22%
Stewart	20%

Switching/Routing/Distribution

Analog Way	10%
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AMX	20%
Extron	23%
Kramer	15%
TVOne	15%
Pesa	5%
RGB Spectrum	10%
Evertz	10%
Imagine	15%
IHSE	10%

Multimedia Development Equipment

Computer Peripherals

CatDV	5%
Cisco	10%
APC	5%
Tripplite/Eaton	10%
Quantum	10%
Spectra Logic	10%

Digital Signage

Imagine	15%
Sony	5%
AMX	27%
Brightsign	10%
Spinetix	10%

PC/MAC Hardware

Apple	5%
Dell	5%
Hewlett Packard	5%

Software

Adobe	5%
Apple	5%
Autodesk	10%

Satellite Transmitting and Receiving Equipment

LiveU	5%
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Teleconferencing and Communications Equipment

Codecs & Systems

Polycom	15%
Cisco	12%

Computer Presentation Equipment

Control Systems

Altinex	15%
AMX	27%
Crestron	27%
Atlona	5%
Extron	15%
Aurora Multimedia	15%

Displays

Christie	10%
Sharp/NEC	15%
Panasonic	20%
Planar	15%
Samsung	15%
Sony	5%

DVD & DVR

Denon Marantz	15%
JVC	15%
Pioneer	15%
Sony	5%

Interactive White Board

Hitachi	15%
Panasonic	15%
Samsung	15%

Projectors

Christie	10%
Digital Projection	15%
Sharp/NEC	15%
Sony	5%
Barco	15%

Screens

Chief	20%
Da-Lite	20%
Draper	22%
Stewart	20%

Streaming & Encoding

Imagine	12%
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HaiVision	10%
Vbrick	17%
Extron	15%
AWS Elemental	5%
AJA	10%

Switching/Routing/Distribution

Altinex	10%
Analog Way	10%
Extron	23%
Pesa	5%
Atlona	5%
AMX	27%
Crestron	27%

Broadband Distribution Equipment

Blonder Tongue	10%
Toner	10%
ZVee	10%

Multimedia Furniture

Bretford	15%
Custom Display	15%
Interpretive Woodworking	17%
Luxor	10%
Marshall	15%
Middle Atlantic	15%
RP Visual	15%
SKB	5%
Winsted	17%

Intercom

GreenGo Digital	10%
ClearCom	5%

Video Walls

Barco	10%
Liantronics	10%
Absen	10%

Professional Services

<u>Service</u>	List \$	Discounted Price
Engineering	\$225.00	\$210.22/per hour
Subject Matter Expert	\$350.00	\$327.01/per hour
Project Supervisor	\$123.00	\$115.23/per hour
Integration	\$106.00	\$99.04/per hour
Project Management	\$200.00	\$186.86/per hour
Programming	\$225.00	\$210.22/per hour
Training	\$1,800.00/Day	\$1681.78/per day
Administrative Services	\$ 75.00	\$69.83/per hour

(After Hours Engineering 2 Hour Minimum Portal to Portal = **\$630.67/per hour**)

The number of hours required for After Warranty Period System Maintenance Contracts are determined prices based on individual system composition. A VASCUPP member would call Human Circuit for a quotation as needed.



VCU Procurement Services

CONTRACT RENEWAL

DATE: 5/11/2023
CONTRACT TITLE: Audio Visual Products & Maintenance
CONTRACT NO: C0002293
NEW START DATE: 7/1/2023
NEW END DATE: 6/30/2024
RENEWAL NUMBER: 1 of 7
CONTRACTOR: Human Circuit Inc

PRICING:

Select one of the options below.

☒ Attached is the revised pricing in accordance with the contract terms.

PAYMENT METHOD:

VCU is migrating away from processing payments via paper check as much as possible. If you have not already done so, we strongly encourage the use of our electronic payment options.

For more information about costs and to sign up, please visit [Vendor Invoicing and Payment](#).

CERTIFICATE OF INSURANCE:

☒ By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing Virginia Commonwealth University as the "Additional Insured", citing the contractor's name and contract number, emailed to sbkessinger@vcu.edu or mailed to Virginia Commonwealth University Risk Management, P.O. Box 843040, Richmond, VA.

All other terms and conditions of C0002293 shall remain unchanged and in full force and effect.

RESPONSE:

Human Circuit Inc

Name of Firm

Bruce Kaufmann

Signature

Bruce Kaufmann

Name Printed

President & CEO

Title

5/24/2023

Date

Human Circuit VASCUPP Rates

Current Rate

New Rates effective 7/1/23-6/30/24

After Hours Engineering	\$607.50	609.93
Admin Services	\$67.50	67.53
Engineering	\$202.50	203.31
Integration	\$95.40	95.78
Programming	\$202.50	203.31
Project Management	\$180.00	180.72
Project Supervisor	\$111.00	111.44
Subject Matter Expert	\$315.00	316.26
Training	\$1,620.00	1626.48

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("MSA"), effective as of the last date executed ("Effective Date"), is between Virginia Commonwealth University, a corporation and an institution of higher education of the Commonwealth of Virginia, whose address is 912 West Grace Street, Richmond, VA 23298 ("VCU", or "University"), and Human Circuit, Inc., a corporation, with offices located at 9346 Gaither Road, Gaithersburg, Maryland 20877, ("Human Circuit, Inc." or "Contractor"). VCU and Human Circuit, Inc. are sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, VCU issued a Request For Proposals to solicit proposals for Audio Visual Products, Service & Maintenance, RFP #146784801JL issued November 19, 2021 (the RFP); and

WHEREAS, VENDOR Human Circuit, Inc. submitted its proposal dated December 22, 2021, (the "Proposal") wherein it wished to be considered, inter alia, for the Audio-Visual Products, Service & Maintenance as more fully specified therein (the "Services"); and

WHEREAS, VCU considered all proposals submitted, including Human Circuit, Inc.'s Proposal, and VCU now desires to award to Human Circuit, Inc., as set forth in greater detail below; and

WHEREAS, Human Circuit, Inc. desires to perform the Audio-Visual Products, Service & Maintenance as set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. CONTRACT DOCUMENTS.** The contract documents are integrated and shall consist of: (A) MSA, (B) Price List, and (C) Scope of Work (SOW), Quote, or other similar ordering form (if applicable) (all of the foregoing, together, the "Contract"). Should a conflict arise among the foregoing documents, this MSA shall control.
- 2. SERVICES/GOODS.** Human Circuit, Inc. shall provide a broad range of audio visual, multi-media and related products, and on-site consultation, system design, installation, service and maintenance on the audio visual and multi-media products as more fully described below in this Contract.
- 3. TERM and RENEWAL OF CONTRACT:** This contract shall have a one (1) year initial term (the "Initial Term") and may be renewed by VCU upon mutual written agreement of authorized representatives of both Parties for seven (7) successive one (1) year period (the "Renewal Term") under the terms and conditions of this original Contract or as otherwise agreed in writing by the Parties at such time.
- 4. FEES:** VCU shall pay Contractor a fee consistent with the attached Price List, and as set forth on the applicable Quote, SOW, or other similar ordering form, net 30 days for the Initial Term following receipt of a proper invoice, services rendered, or goods delivered, whichever is later pursuant to and in accordance with Code of Virginia §§ 2.2-4347 through 2.2-4354 known as the Virginia Prompt Payment Act. Should VCU choose to exercise its right to Renew, the fee shall remain fixed during the Renewal Term. Thereafter, VCU shall pay any additional fees or payments due in accordance with this Section 4. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after receipt of invoice or delivery, whichever occurs last. This shall not affect offers of early payment discounts for payment in less than 30 days, however. Fees appearing to be incorrect will be researched and challenged,

and that portion of the invoice held in abeyance until a settlement can be reached. Interest on past due amounts accrues at the rate permitted by Code of Virginia §§ 2.2-4347 through 2.2-4354 known as the Virginia Prompt Payment Act. Contractors may enter invoices into the RealSource Vendor Portal, or Contractors may mail an invoice to the Digital Mailroom, VCU's third party payment provider. The address for submission of invoice to the Digital Mailroom is Accounts Payable, Box 398, Scranton, PA 18505.

5. **CONTRACTOR RESPONSIBILITIES.** The Contractor will provide audio visual, multi-media, and related products, services and maintenance. The Contractor will provide access to every audio visual, multimedia and all related products and services that the company sells through this Contract. Audio visual products and services added to the Contractor product mix after the award of this Contract may be incorporated into the Contract. The Contractor will only provide ENERGY STAR or similarly qualified equipment to Commonwealth of Virginia state agencies in any audio-visual category where these energy efficient products are available. The Contractor will be able to install, maintain and service all products supplied in a professional manner while providing excellent customer service. The Contractor must have a Class "A" Contractor's license with the appropriate specialty classification as recognized by the Virginia Board for Contractors, Department of Professional and Occupational Regulation to perform required installation services for any work that is attached to real property. The Contractor will perform all services needed for successful Design, Project Management, Installation/Integration, Commissioning and Closeout Standards. The Contractor will include a minimum of a one (1) year warranty from the date of acceptance on all equipment or in accordance with the standard manufacturer's warranty, whichever is greater. When necessary or as requested by University, the Contractor will provide professional on-site consultation, system design, installation, service and maintenance on the audio visual and multi-media products.

6. **GENERAL TERMS AND CONDITIONS**

- A. **APPLICABLE LAW AND COURTS:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia without regard to choice of law principles. The Parties agree that all disputes arising under this Contract shall be brought in the state or federal courts located in Richmond, Virginia. To the extent any provision of the Contract is prohibited by Virginia law, or is otherwise not authorized by Virginia law, due to VCU's status as an agency of the Commonwealth of Virginia, such provision is null and void. Each party shall be responsible for its own legal fees and costs unless otherwise ordered by a court of law.
- B. **ARBITRATION:** Neither Party shall be compelled to arbitrate any matter or otherwise be subject to any form of alternative dispute resolution, but may request and/or opt to participate in alternative dispute resolution in its sole discretion.
- C. **WAIVER OF CLAIMS:** Notwithstanding anything contained herein to the contrary, VCU is an agency of the Commonwealth of Virginia and as such, pursuant to Va. Code § 2.2-514, cannot waive or settle legal claims that VCU may have against another party nor may VCU bestow any right or obligation that is beyond the duly granted authority of the signatory to bestow or incur on behalf of the Commonwealth of Virginia.
- D. **ANTI-DISCRIMINATION:** Contractor certifies to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the

award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1). In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. VCU is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- B. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor who performs work relative to this RFP.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Contractor certifies that it does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. ANTITRUST: By entering into a contract, Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- G. ASSIGNMENT OF CONTRACT: The Contract shall not be assignable by Contractor in whole or in part without the written consent of the University.
- H. TESTING AND INSPECTION: To the extent applicable, VCU reserves the right to conduct any testing/inspection it may deem advisable to assure goods and services conform to the

specifications/Contract.

I. TERMINATION OF CONTRACT:

1. Either Party may terminate this Contract if the other Party materially breaches this Contract and such breach is not cured within thirty (30) days after written notice to the breaching Party.
2. University reserves the right to term this Contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor.
3. Either Party may terminate this Contract after the initial twelve (12) months of this Contract upon sixty (60) days written notice to the other Party.

J. CHANGES TO THE CONTRACT: Changes may be made to the Contract:

1. The parties may agree to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed by the parties as a part of their written Contract to modify the scope of the Contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings.
3. Material, substantive modifications, changes, and amendments to the Contract must be in a writing executed by authorized representatives of each party.

K. NOTICE: All notices provided hereunder in regard to default, claims, actions, or similar events shall be in writing and delivered personally, or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective party at the following addresses:

For VCU:
Director, Procurement Services
912 West Grace Street, 5th Floor
Richmond, Virginia 23298-0327

For Human Circuit, Inc.:
Bruce Kaufmann, President & CEO
9346 Gaither Road
Gaithersburg, Maryland 20877

Any notice sent by any other means shall not be considered duly given or delivered unless the receiving party affirmatively acknowledges receipt. Notices with respect to any services and communications specifically for day-to-day servicing purposes shall be sent to the designated points of contact as specified by each Party.

L. TAXES: Contractor acknowledges all sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-

0076K.

- M. **FAILURE TO DELIVER GOODS OR SERVICES:** In case of failure to deliver goods or services in accordance with the Contract terms and conditions, VCU, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which VCU may have.
- N. **SHIPPING:** Contractor shall ship all goods FOB destination at the actual freight rate based upon the actual weight of the goods to be shipped.
- O. **INSURANCE:** Contractor certifies it will have the following insurance coverages, and any insurance otherwise required by applicable law, throughout the entire term of the Contract, as well as renewal terms. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. Contractor further certifies all insurance coverage will be provided by insurance companies authorized by the Virginia State Corporation Commission to sell insurance in Virginia. Minimum Insurance Coverages and Limits Required for Most Contracts:
1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer.
 2. Employers Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products, and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (applicable only if motor vehicle is to be used in performance of this Contract)
 5. Cyber Security Liability - \$5,000,000 (applicable as determined by the University)
- P. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) includes the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor providing services under this Contract. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.
- Q. **NONDISCRIMINATION:** As applicable, federal law requires compliance with the following:

1. 41 CFR § 60-1.4 Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, or national origin.
 2. 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability (60-741.5(a)) and protected veteran status (41 CFR 60-300.5(a)), and require affirmative action to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.
- R. FERPA: To the extent that University provides to Contractor any identifiable student information, including student address, phone number and email address, the University hereby designates Contractor as a school official with a legitimate educational interest in using such student information, and Contractor agrees to use such information only for the purpose of fulfilling its obligations under this Contract. Contractor further agrees not to disclose any such student information to any individual other than the student except as required by applicable law, rule or regulation or court or governmental order or as authorized in writing by the University or the individual student. Contractor acknowledges that this protection of student information is necessary for the University's compliance with the Code of Virginia section 23.1-405(C) and the federal Family Educational Rights and Privacy Act (FERPA).
- S. CONFIDENTIAL INFORMATION: "Confidential Information" means all information of a party ("Disclosing party") disclosed or made available to the other party ("Receiving party") that (i) is clearly marked or identified as such at the time of disclosure or within a reasonable time thereafter; or (ii) should be reasonably known by the Receiving party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. Confidential Information of VCU shall include, but not be limited to information about VCU personnel and students of VCU to the extent such information is not available to the public domain in accordance with the laws of the Commonwealth of Virginia and FERPA. Contractor shall use its reasonable efforts to prevent and protect Confidential Information from unauthorized use or disclosure, with at least the same degree of care that Contractor uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care under the circumstances. Each Party will only disclose the other Party's Confidential Information to its employees, consultants, or subcontractors only on a need-to-know basis, provided that such employees or subcontractors are subject to confidentiality obligations no less restrictive than those contained herein. Upon the completion of the services and upon request of VCU, Contractor shall return all Confidential Information received in written format, including copies or reproductions or other media containing Confidential Information within seven (7) days of such request.
- T. VA FOIA: Nothing contained herein is intended to limit VCU's compliance with the Virginia Freedom of Information Act ("VFOIA"). For clarity, contracts and pricing between VCU and its vendors are not considered to be exempt from VFOIA requests.
- U. INDEMNIFICATION: Contractor agrees to indemnify, defend, and hold harmless VCU, the Commonwealth of Virginia, and their officers, employees and agents from any claim, damage, liability, injury, expense or loss, including defense costs and attorneys' fees, arising from Contractor's negligence under this Agreement. Accordingly, VCU shall promptly notify Contractor of any claim or action brought against VCU in connection with this Agreement. Upon such notification, and at the request and direction of VCU and/or the Office of the Attorney General, Contractor will immediately defend any such claim or action pursuant to the provisions and requirements of § 2.2-514 of the Code of Virginia.

- V. **LIMITATION OF LIABILITY:** Contractor shall be liable for the direct damages caused by the negligence of itself, its officers, employees, and agents in connection with this Contract or any goods, services, actions, or omissions relating to this Contract.
- W. **STATUTORY DAMAGES:** VCU is not authorized to waive damages granted or otherwise available by statute.
- X. **SOVEREIGN IMMUNITY:** VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth, including the Virginia Tort Claims Act (Va. Code §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this Contract shall be deemed to be or construed as a waiver of VCU's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth. The total cumulative liability of the University, its officers, employees, and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to this contract, shall not under any circumstance exceed payment of the maximum purchase price.
- Y. **FORCE MAJEURE:** Neither Party will be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond either Party's reasonable control, including without limitation, war, strikes or labor disputes, civil disturbances, fires, natural disasters, pandemics, including if VCU, in its sole discretion, must close a campus location or take other restrictive actions due to concerns related to the COVID-19 pandemic or acts of God. If the delay or failure in the performance of the Party claiming Force Majeure continues for thirty (30) days or more, then the Party not claiming Force Majeure may terminate this Agreement by written notice to the other Party without penalty. Any funds paid will be reimbursed pro rata based on Services not provided.
- Z. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- AA. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent the funds are appropriated, or otherwise made available, from the Virginia General Assembly or other funding source, or which funds may hereafter be provided for the purpose of this Contract.
- BB. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual contract, for Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Contract.
- CC. **REALSOURCE REGISTRATION:** This Contract shall result in a purchase order or purchase orders issued via VCU's source-to-pay platform, RealSource. Contractor shall register in RealSource upon award of contract. For information on registering, visit realsource.vcu.edu. Registration is free, and registered vendors shall have access to purchase order, invoice, and payment information.

Contractor is responsible for the security of its RealSource portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information. If this is a cooperative procurement, this clause shall apply to orders placed by VCU only.

DD. eVA REGISTRATION AND FEES: Contractor agrees to self-register with the Commonwealth of Virginia's electronic procurement system, eVA (information on eVA can be found at <http://www.eva.virginia.gov>), and agrees to maintain self-registered status for the duration of this Contract. The Commonwealth shall assess eVA transaction fees as specified below for each order resulting from this Contract. The Vendor Transaction Fee is:

1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
2. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified Vendor Transaction Fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and the invoice is payable 30 days after the invoice date.

Contractor is responsible for the security of its eVA account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to Contractor's failure to update or protect its account information.

7. SPECIAL TERMS AND CONDITIONS

- A. ADVERTISING: Contractor shall not state in any of its advertising or product literature that the University, the Commonwealth of Virginia, or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. TRADEMARKS/LOGOS: The University retains all rights, title and interest to its trademarks, logos and other intellectual property. Contractor shall first submit a request in writing to the VCU Division of University Relations prior to use of any VCU marks, name, or logos.
- C. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to University during the term of this Contract. Such notice shall also advise the duration of the specific sale or discount price.
- D. PROMPT PAYMENT DISCOUNTS: Virginia Commonwealth University will pay within 30 days after receipt and acceptance of an invoice. Offerors are encouraged to offer a prompt payment discount, in which Offeror provides a discount off the invoice total in exchange for VCU paying the invoice in fewer than 30 days. Offeror should describe such an offer at the bottom of their pricing proposal, indicating both A) the discount percentage offered and B) the net number of days in which payment would need to be made in order to achieve the discount.

- E. **EXTRA CHARGES NOT ALLOWED:** The Contract price shall reflect all fees to be incurred for the performance of the Contract, including all applicable freight and installation charges. Any additional fees that arise during the performance of the Contract shall only be paid if approved by the University prior to incurring such fees.
- F. **ADDITIONAL USERS OF CONTRACT:** It is the University's intent to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University-related foundation (Additional Users) may access this Agreement if authorized by Selected Firm.

To that end and if agreeable with the Contractor, upon written request from Additional Users the Contractor may allow access to the contract. Although the University desires to provide access on such contract to Additional Users, the Contractor is not required to provide such access. A Contractor's willingness to provide this access to Additional Users, will not be a consideration in awarding this contract. Although the Additional Users have access to any resulting contract, Additional Users are not bound to use the contract and any use of the contract is strictly optional.

If the Additional Users choose to access the contract and the Contractor agrees to such access, the terms and conditions of the contract will be in full force and effect as between the Additional Users and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from an Additional User accessing the contract. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another Additional User that accessed this contract.

- G. **GRAMM-LEACH-BLILEY ACT:** The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit, and tax information.
- H. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the University with the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.
- I. **CRIMINAL BACKGROUND INVESTIGATION:** If Contractor employees and agents will be on the VCU campus, or have access to protected data as defined herein, Contractor must comply with the following: Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and/or temporary, who may have access to VCU confidential or proprietary information, or data about VCU personnel or students, have passed a criminal background check pursuant to the Code of Virginia, § 2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies found at:

<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>

Specifically, Contractor shall ensure an investigation is conducted by a third-party vendor

utilizing courthouse records and national databases to obtain records within the past seven (7) years. Convictions related to drugs, violence and/or sexual behavior are generally considered job related due to the nature of the VCU environment and the need to provide reasonable levels of protection for students, patients, employees, visitors, and institutional resources.

- J. IDENTIFICATION CARDS: All Contractor employees authorized to work at VCU must obtain a VCU identification card. Information on obtaining a card is available at <http://vcucard.vcu.edu/>. Contractor's employees must wear their VCU identification when they are on VCU property.
- K. REPRESENTATIONS AND WARRANTIES: All representations and warranties made by University are made to the best of its knowledge at the time the representation or warranty is made. University will use its best efforts to comply with all conditions and restrictions on its accounts and the services provided hereunder.
- L. WARRANTY: All materials and equipment shall be fully guaranteed against defects in material and workmanship for a minimum period of one (1) year following date of delivery. Should any defect be noted by the owner, the University will notify the Contractor of such defect or non-conformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the University does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to the University and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the University may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price
- M. SECTION 508 COMPLIANCE: All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of the University (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology clause below shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.
- N. NONVISUAL ACCESS TO TECHNOLOGY: All Technology shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Contract:
 - 1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 - 2. the 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. the 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.

Compliance with the foregoing nonvisual access standards shall not be required if University determines (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available. 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. If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.1-807 through 2.1-811 of the Code of Virginia.

8. FEDERAL TERMS AND CONDITIONS

For Contracts funded by a U.S. Government grant or contract, the following provisions found in Appendix II of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (2 CFR Part 200, et al) shall be incorporated and made a part of this Contract.

- A. Equal Employment Opportunity (E.O. 11246 as amended by E.O. 11375 and supplemented by 41 CFR part 60).
- B. For construction with Federal funds: the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by 29 CFR part 5
- C. Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 29 CFR part 3).
- D. Where applicable, the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by 29 CFR part 5.
- E. For non-profit organizations and small business, patent rights will be governed by 37 CFR part 401, "Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Contracts."
- F. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387.), as amended.
- G. Mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- H. When applicable, this Contract is subject to Debarment and Suspension (E.O.s 12549 and 12689) as provided in 2 CFR part 180.
- I. The BYRD Anti-Lobbying Amendment (31 U. S. C. 1352): awards of \$100,000.00 or more will file the required certification.
- J. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-

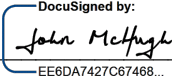
1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

9. INFORMATION SECURITY / DATA PRIVACY

- A. To the extent Contractor now or in the future accesses, collects, processes, stores, or transmits University Data as defined in the University's Data and Intellectual Property Protection Addendum (the "DPA"), the DPA shall apply. (See Exhibit A, DPA, attached and incorporated herein.)

IN WITNESS WHEREOF, the Parties have executed this Contract on the dates designated below.

VIRGINIA COMMONWEALTH UNIVERSITY

By: 
 DocuSigned by:
EE6DA7427C67468...

Name: John McHugh

Title: Director, Procurement Services

Date: 6/22/2022

HUMAN CIRCUIT, INC.

By: 

Name: Bruce Kaufmann

Title: President & CEO

Date: June 6, 2022

EXHIBIT A

Data and Intellectual Property Protection Addendum

1. Definitions

- a. “End User” means the individuals authorized by the University to access and use the Services provided by Contractor under this Addendum.
- b. “Personally Identifiable Information” includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; “personal information” as defined in Virginia Code section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; “medical information” as defined in Virginia Code Section 32.1-127.1:05; “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver’s license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
- c. “Securely Destroy” means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- d. “Security Breach” means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- e. “Services” means any goods or services acquired by the University from the Contractor.
- f. “University Data” includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.

2. Rights and License in and to the University Data

The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and Contractor has a limited, nonexclusive license to use these data as provided in this Addendum solely for the purpose of performing its obligations hereunder. This Addendum does not give a party any rights, implied or otherwise, to the other’s data, content, or intellectual property, except as expressly stated in the Addendum.

3. Intellectual Property Disclosure/Rights

- a. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared by Contractor (or its subcontractors) for

the University will not be disclosed to any other person or entity without the written permission of the University.

- b. Contractor warrants to the University that the University will own all rights, title and interest in any intellectual property created for the University as part of the performance of this Addendum and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created for the University as part of the performance of this Addendum to the University, and will execute any future assignments or other documents needed for the University to document, register, or otherwise perfect such rights. Nothing in this section is, however, intended to or shall be construed to apply to existing intellectual property created or owned by the vendor that the University is licensing under this Addendum. For avoidance of doubt, the University asserts no intellectual property ownership under this clause to any pre-existing intellectual property of the vendor, and seeks ownership rights only to the extent Vendor is being engaged to develop certain intellectual property as part of its services for the University.
- c. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research Addendums administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

4. Data Privacy

- a. Contractor will use University Data only for the purpose of fulfilling its duties under this Addendum and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this Addendum or as otherwise required by law.
- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor obligations under this Addendum. Contractor will ensure that employees who perform work under this Addendum have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Addendum.
- d. The following provision applies only if Contractor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): Contractor acknowledges that for the purposes of this Addendum it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under this Addendum for University's and its End User's benefit, and will not share such data with or disclose it to any third party except as provided for in this Addendum, required by law, or authorized in writing by the University.

5. Data Security

- a. Contractor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such

measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Contractor warrants that all electronic University Data will be encrypted in transmission (including via web interface) in accordance with industry best practices commensurate to the sensitivity of the information; such as controls outlined in the Moderate or High control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53.

- b. If Contractor stores Personally Identifiable Information as part of this Addendum, Contractor warrants that the information will be stored in accordance with industry best practices commensurate to the sensitivity of the information; such as controls outlined in the Moderate or High control baselines in the latest version of National Institute of Standards and Technology Special Publication 800-53.
- c. Contractor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Addendum.

6. Employee Background Checks and Qualifications

Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and/or temporary, who may have access to VCU confidential and/or proprietary information, and/or data about VCU personnel and/or students, have passed a criminal background check pursuant to the Code of Virginia, §2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies:

<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>

Individuals with failed background checks shall not participate in the performance of this Addendum and must undergo additional evaluation before access to information is provided. Contractor shall maintain records sufficient to document the completion of required criminal background checks. The University reserves the right in its sole discretion to perform audits of Contractor's compliance at the University's expense to ensure compliance with this term. Contractor shall reasonably cooperate in the performance of such audits. Contractor's obligation to maintain records documenting completion of criminal background checks shall survive the termination of this Addendum for a period of seven (7) years.

7. Data Authenticity and Integrity

Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor will be responsible under the terms of this Addendum, unless otherwise specified elsewhere in this Addendum, for converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.

8. Security Breach

- a. Response. Upon becoming aware of a Security Breach, or of circumstances that are reasonably understood to suggest a likely Security Breach, Contractor will timely notify the University consistent with applicable state or federal laws, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.

- b. Liability.
- 1) If Contractor must under this Addendum create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach caused by Contractor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.
 - 2) If Contractor will NOT under this Addendum create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, the following provisions apply. In addition to any other remedies available to the University under law or equity, Contractor will reimburse the University in full for all costs reasonably incurred by the University in investigation and remediation of any Security Breach caused by Contractor.
9. Response to Legal Orders, Demands or Requests for Data
- a. Except as otherwise expressly prohibited by law, Contractor will:
 - immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;
 - consult with the University regarding its response;
 - cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - upon the University's request, provide the University with a copy of its response.
 - b. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, the University will promptly provide a copy to Contractor. Contractor will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University's reasonable requests in connection with its response.
10. Data Transfer Upon Termination or Expiration
- a. Upon termination or expiration of this Addendum, Contractor will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition. In the event that the University requests destruction of its data, Contractor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which Contractor might have

transferred University data. Contractor agrees to provide documentation of data destruction to the University.

- b. Contractor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Contractor's facilities to remove and destroy University-owned assets and data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

11. Audits

- a. The University reserves the right in its sole discretion to perform audits of Contractor at the University's expense to ensure compliance with the terms of this Addendum. Contractor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which Contractor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
- b. If Contractor must under this Addendum create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to Contractor as having the potential to affect the accuracy of the University's financial statements, Contractor will at its expense conduct or have conducted at least annually a(n):
 - American Institute of CPAs Service Organization Controls (SOC 2) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests the Contractor's security policies, procedures and controls;
 - vulnerability scan of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Addendum; and
 - formal penetration test of Contractor's electronic systems and facilities that are used in any way to deliver electronic services under this Addendum.

Additionally, Contractor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Addendum. The University may require, at University expense, Contractor to perform additional audits and tests, the results of which will be provided promptly to the University.

12. Compliance

- a. Contractor will comply with all applicable laws and industry standards in performing services under this Addendum. Any Contractor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Contractor upon request.
- b. Contractor warrants that the service it will provide to the University is fully compliant with relevant laws, regulations, and guidance that may be applicable to the service, such as: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with

Disabilities Act (ADA), Federal Export Administration Regulations, and Defense Federal Acquisitions Regulations.

- c. If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to Contractor service provided to the University, Contractor will, upon written request, furnish proof of compliance with PCI-DSS within 10 business days of the request.
- d. Section 508 Compliance: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of the University (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology clause below shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.
- e. Nonvisual Access to Technology: All Technology shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:
 - i. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 - ii. the 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;
 - iii. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
 - iv. the 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.

Compliance with the foregoing nonvisual access standards shall not be required if University determines (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

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.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.1-807 through 2.1-811 of the Code of Virginia.

13. No End User agreements

In the event that Contractor enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Addendum shall apply.

14. Survival

The Contractor's obligations under Section 10 shall survive termination of this Addendum until all University Data has been returned or securely destroyed.

IV. Statement of Needs

A. Goods 2. Categories, Product Lines, and Associated Discounts

Broadcast Television Equipment

Audio

Dolby	8%
Sennheiser	10%
Wheatstone	5%
Wohler	10%
SSL	5%

Cameras, Camcorders, VTRs

Hitachi	13%
Ikegami	16%
JVC	15%
Panasonic	15%
Sony	5%
Black Magic	10%

Character Generation

Imagine	13%
Ross Video	10%

Editing

AJA	10%
Apple	5%
Gallery	5%
EditShare	5%
SNS (Studio Network Solutions)	5%
CatDV	5%

Lenses

Fujinon	15%
Canon	10%

Monitoring

Ikegami	15%
JVC	15%
Marshall	15%
Panasonic	15%
Sony	5%
TVLogic	5%
Wohler	15%

IV. Statement of Needs – A. Goods 2. Categories, Product Lines, and Associated Discounts

Racks

Middle Atlantic	15%
SKB	5%
Winsted	17%

Routing

Evertz	10%
Imagine	15%
Nevion	10%
Pesa	5%
Thinklogical	5%
Blackmagic	10%
Ross Video	10%

Servers & Storage

360 Systems	7%
Elemental	5%
Imagine	15%
Harmonic	15%
EditShare	5%
SNS (Studio Network Solutions)	5%
Tightrope	5%

Support

Anton Bauer	15%
Miller	5%
Petrol	10%
Sachtler	5%
Vinten	5%
Manfrotto	5%

Switching

For-A	10%
Ross Video	13%
Sony	5%
Blackmagic	10%
Panasonic	15%

Intercom

GreenGo Digital	10%
Riedel	10%
ClearCom	15%

IV. Statement of Needs – A. Goods 2. Categories, Product Lines, and Associated Discounts

Teleprompting

Autoscript	5%
Cuescript	15%

Terminal Equipment

ADC	11%
Cobalt	10%
Evertz	10%
Imagine	15%
Nevion	10%
Ross Video	13%
Blackmagic	10%
Bitree	10%

Test & Measurement

Evertz	10%
Imagine	15%
Leader	5%

Multimedia Presentation Equipment

Audio

AKG	20%
Audio Technica	15%
Biamp	13%
BSS Audio	10%
ClearOne	20%
Crown	20%
Earthworks	10%
Electrovoice	20%
For The Record	5%
JBL	20%
KSI	20%
Mackie	15%
Polycom	15%
QSC	17%
Samson	15%
Sennheiser	12%
Shure	20%
Sony	5%
Symetrix	15%
Tannoy	15%
Telex	10%

IV. Statement of Needs – A. Goods 2. Categories, Product Lines, and Associated Discounts

Audio (continued)

Telos	5%
TOA	15%

Control Systems

AMX	27%
Crestron	27%
Aurora Multimedia	27%
Extron	15%
Mersive	15%
Kramer	15%

Displays

Christie	10%
Sharp/NEC	15%
Panasonic	15%
Planar	15%
Samsung	15%
Sony	5%

Document Cameras

Samsung	15%
Vaddio	12%
Wolfvision	15%

DVD & DVR

Denon Marantz	15%
For The Record	5%
JVC	15%
Sony	5%
Tascam	15%

Interactive White Board

Boeckeler Instruments	10%
Hitachi	15%
Panasonic	15%
Samsung	15%

Pan/Tilt/Zoom Cameras

Fujinon	15%
Hitachi	12%
Panasonic	12%

IV. Statement of Needs – A. Goods 2. Categories, Product Lines, and Associated Discounts

Pan/Tilt/Zoom Cameras (continued)

Vaddio	12%
Axis	15%
BirdDog	10%

Projectors

Christie	10%
Digital Projection	15%
Sharp/NEC	15%
Sony	5%
Barco	15%

Screens

Chief	20%
Da-Lite	20%
Draper	22%
Stewart	20%

Switching/Routing/Distribution

Analog Way	10%
AMX	20%
Extron	23%
Kramer	15%
TVOne	15%
Pesa	5%
RGB Spectrum	10%
Nevion	10%
Evertz	10%
Imagine	15%
ThinkLogical	5%
IHSE	10%

Multimedia Development Equipment

Computer Peripherals

APC	5%
CatDV	5%
Cisco	10%
Furman	20%
Raritan	10%
Viewcast	5%
Promise	10%
Quantum	10%

IV. Statement of Needs – A. Goods 2. Categories, Product Lines, and Associated Discounts

Computer Peripherals (continued)

Spectra Logic	10%
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Digital Signage

Imagine	15%
Sony	5%
AMX	27%
Brightsign	10%
Spinetix	10%

PC/MAC Hardware

Apple	5%
Dell	5%
Hewlett Packard	5%

Software

Adobe	5%
Apple	5%
Autodesk	10%
For The Record	5%

Satellite Transmitting and Receiving Equipment

LiveU	5%
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Teleconferencing and Communications Equipment

Codecs & Systems

Polycom	15%
Cisco	12%

Computer Presentation Equipment

Control Systems

Altinex	15%
AMX	27%
Crestron	27%
Extron	15%
Aurora Multimedia	15%

Displays

Christie	10%
Sharp/NEC	15%
Panasonic	20%

IV. Statement of Needs – A. Goods 2. Categories, Product Lines, and Associated Discounts

Displays (continued)

Planar	15%
Samsung	15%
Sony	5%

DVD & DVR

Denon Marantz	15%
JVC	15%
Pioneer	15%
Sony	5%

Interactive White Board

Hitachi	15%
Panasonic	15%
Samsung	15%

Projectors

Christie	10%
Digital Projection	15%
Sharp/NEC	15%
Sony	5%
Barco	15%

Screens

Chief	20%
Da-Lite	20%
Draper	22%
Stewart	20%

Streaming & Encoding

Imagine	12%
HaiVision	10%
Vbrick	17%
Extron	15%
For The Record	5%
AWS Elemental	5%
AJA	10%

Switching/Routing/Distribution

Altinex	10%
Analog Way	10%
Extron	23%

IV. Statement of Needs – A. Goods 2. Categories, Product Lines, and Associated Discounts

Switching/Routing/Distribution (continued)

Pesa	5%
AMX	27%
Crestron	27%

Broadband Distribution Equipment

Blonder Tongue	10%
Toner	10%
ZVee	10%

Multimedia Furniture

Bretford	15%
Custom Display	15%
Interpretive Woodworking	17%
Luxor	10%
Marshall	15%
Middle Atlantic	15%
RP Visual	15%
SKB	5%
Winsted	17%

Intercom

GreenGo Digital	10%
ClearCom	5%

Video Walls

Barco	10%
Liantronics	10%
Absen	10%

IV. Statement of Needs – A. Goods 2. Categories, Product Lines, and Associated Discounts

Professional Services

Service

	List \$	Discounted Price (10%)
Engineering	\$225.00	\$202.50
Subject Matter Expert	\$350.00	\$315.00
Project Supervisor	\$123.00	\$111.00
Integration	\$106.00	\$95.40
Project Management	\$200.00	\$180.00
Programming	\$225.00	\$202.50
Training	\$1,800.00/Day	\$1,620.00/Day
Administrative Services	\$ 75.00	\$67.50

(After Hours Engineering 2 Hour Minimum Portal to Portal = \$607.50)

The number of hours required for After Warranty Period System Maintenance Contracts are determined prices based on individual system composition. A VASCUPP member would call Human Circuit for a quotation as needed.

EXHIBIT B
Scope of Work

See Attached

EXHIBIT B



City of Rockville Emergency Operations Center Submittal

March 30, 2026

Human Circuit is an applications engineering firm specializing in the design, integration and support of digital video acquisition, distribution, and visualization systems. All Purchase Orders must reference a final SOW (attached) and pricing proposal (attached). Human Circuit utilizes the VASCUPP contract (State of Virginia) and its associated discounts for both equipment and services for the City of Rockville to support sole source contracting capability.

Human Circuit will invoice based on the following payment terms:

- 40% deposit at contract/purchase order
- 25% NET30 at equipment acquisition
- 25% NET30 upon commencement of on-site work and equipment delivery
- 10% NET30 at project completion
- A Service Charge of 1.5% will be added to unpaid balances monthly on any overdue account.

COST

The cost of \$493,849.10 for this (SOW) includes equipment, engineering, integration, materials, taxes, and shipping.

VASCUPP DISCOUNTS PER MANUFACTURER

Atlona	N/A
Biamp	13%
Chief	20%
Crestron	27%
Datapath	N/A
GMtec	N/A
Interpretive	N/A
JBL	20%
Legrand	15%
LG	N/A
Listen	N/A
Mersive	15%
Middle Atlantic	15%
Netgear	N/A
Samsung	15%
Shure	20%
Sonance	N/A
Triplite	10%
Vaddio	12%

Terms and Conditions

1. After the receipt of a purchase order/contract, Human Circuit will provide the name of the Project Manager responsible for the project scheduling, status reports, and delivery. Upon initial communication with Human Circuit's Project Manager, the client will provide all contact names and information (email address and phone numbers) for the project. Human Circuit's project manager will schedule a kick-off meeting with the client principals.
2. Human Circuit will provide a schedule of delivery after the project kick-off meeting.
3. Insurance & Site Security:
The risk of loss for all products and materials shall pass to Client upon delivery to project site. Human Circuit reserves a security interest in all products and materials delivered to site until payment has been received in full. Client is responsible for providing secure and lockable spaces for all products, materials and Human Circuit tools and equipment.
4. Fees associated with permitting or licensing are not included unless detailed in the cost proposal. Any additional costs incurred by Human Circuit for permitting and licensing that are not detailed in the cost proposal will be passed onto the Client.
5. Customer Furnished Equipment:
Human Circuit will not be responsible for any additional costs related to malfunctioning or deficient equipment. Human Circuit will recommend a solution for repair or replacement of malfunctioning or deficient equipment. If Customer Furnished Equipment causes project delays, additional fees and costs will be incurred by the Customer.
6. Returns:
 - No returns without prior authorization
 - Some merchandise cannot be returned
 - Authorized returns are subject to a restocking fee
 - Handling and Insurance charges are additional
7. At completion (use of the system), Human Circuit's Project Manager will inform the client's representative. The final invoice will be sent within one business day after notice of completion. Final system documentation will be delivered within the timeline illustrated in the project schedule.

8. Training must begin immediately after system testing is completed.
9. Human Circuit will provide invoices based on the following payment terms:
 - 40% at contract/purchase order
 - 25% NET 30 at equipment acquisition
 - 25% NET 30 upon commencement of on-site work and equipment delivery
 - 10% NET 30 at project completion

NOTE: A Service Charge of 1.5% will be added to unpaid balances monthly on any overdue account. Standard Human Circuit payment terms are NET 30.

11. All prices within the cost proposal are valid for 30 days.

12. Labor Rate Detail:

Labor costs reflected in the cost proposal unless noted reflect work performed between the hours of 8:00 am and 5:00 pm, Monday through Friday, except for federal holidays ("Normal Work Hours"). If Client elects to have the work performed outside Normal Work Hours, and Human Circuit agrees, then Client agrees to pay additional labor fees.

13. Installation Warranty:

Human Circuit warrants that all materials and workmanship directly related to the installation and integration of the system will be free from defects for a period of one year from the acceptance of the system. Human Circuit passes through to the client all manufacturer warranties. Human Circuit will negotiate with manufacturers to start the warranty at client's acceptance of the system but cannot guarantee compliance by all manufacturers. At conclusion of the project Human Circuit will provide full warranty information for the system(s).

14. Non-Confidentiality of System:

The Client agrees that by acceptance of this document Human Circuit has the right to execute press releases, photograph or videotape the System and may use, display, publish, distribute, transmit or broadcast the said photographs or videos for marketing purposes such as press releases, website, brochures, etc. Any third party wanting to use this material will need to get express permission from the Client and Human Circuit Inc. All images are copyright protected.



Rockville Emergency Operations Center

March 30, 2026 (rev.4)

Executive Summary

The Emergency Management Center's audiovisual system provides a reliable, easy-to-use platform for situational awareness, collaboration, and decision-making during both daily operations and emergency response. Integrated displays, audio, and video conferencing capabilities enable leadership to quickly assess information and coordinate with internal teams and external partners. The system is centrally managed, intuitive to operate, and designed to support future operational and technological needs.

EOC System Summary

The Rockville Emergency Management Center (EOC) will feature a 2 × 6 video wall measuring approximately 4.5 feet high by 24 feet wide, comprised of twelve 55-inch LG bezel-less LCD displays. A Datapath VSN V3 video wall processor will unify the displays into a single logical canvas and support multi-window layouts for simultaneous viewing of sources. HDMI outputs from the video wall processor will be extended to the displays using HDBaseT extenders, with shielded twisted-pair cabling installed between the processor and the displays. Additionally, an 85-inch LCD display will be wall-mounted on a side wall to serve as an auxiliary display and will be driven directly from the video wall processor.

Up to twelve unique video sources can be displayed on the video wall simultaneously. Operators in the EOC will use a 10-inch touch panel to select which sources are displayed on the wall. Predefined video wall layouts can be selected via the touch panel, with video sources dynamically assigned to the selected layout.

The EOC will be equipped with a Crestron NVX AV-over-IP distribution system, including fourteen encoders installed on two rows of tables (seven per row) and one additional encoder on the podium. These encoders enable connected laptops to be routed as sources to the video wall and auxiliary display.

Additional video sources include two cable TV tuners, a Cisco Codec Pro, and video feeds from five associated offices.

Two Shure ceiling-mounted beamforming microphones, covering the two table rows, along with a gooseneck podium microphone for presenters, will capture in-room audio. All microphone signals will be routed to and processed by a Biamp Tesira Dante-enabled digital signal processor (DSP) located in the server room.

Audio associated with any selected video source displayed on the video wall can be routed to the room via the touch panel. Only one program audio source is presented to the room at a time, as selected. This audio is delivered to the DSP and routed through the EOC audio system.

Program audio is returned to the room via a four-channel power amplifier driving ceiling-mounted loudspeakers. All loudspeaker cabling will be home-run from the server room to the ceiling speakers.

Two wall-mounted PTZ cameras will provide room video to a Cisco Codec Pro (CFE) for video conferencing. The Cisco Codec Pro, along with all core signal processing and AV distribution equipment, will be centrally located in the server room and will use 38 RU of available rack space. NVX video, Dante audio, and control will be transported between the EOC and server room over the existing category structured cabling infrastructure.

All EOC room operations including videowall layout selection, video source selection, cable channel selection, volume control, and VTC operation will be integrated and executed through a Crestron control system, providing centralized control via 10-inch touch panels.

An adjacent room will serve as a Training Room and EOC overflow room. A 115-inch LCD display will be the primary display and will receive video from the VSN wall processor via an HDBaseT extender. Display layouts from the wall processor to the LCD display are selected via the touch panel.

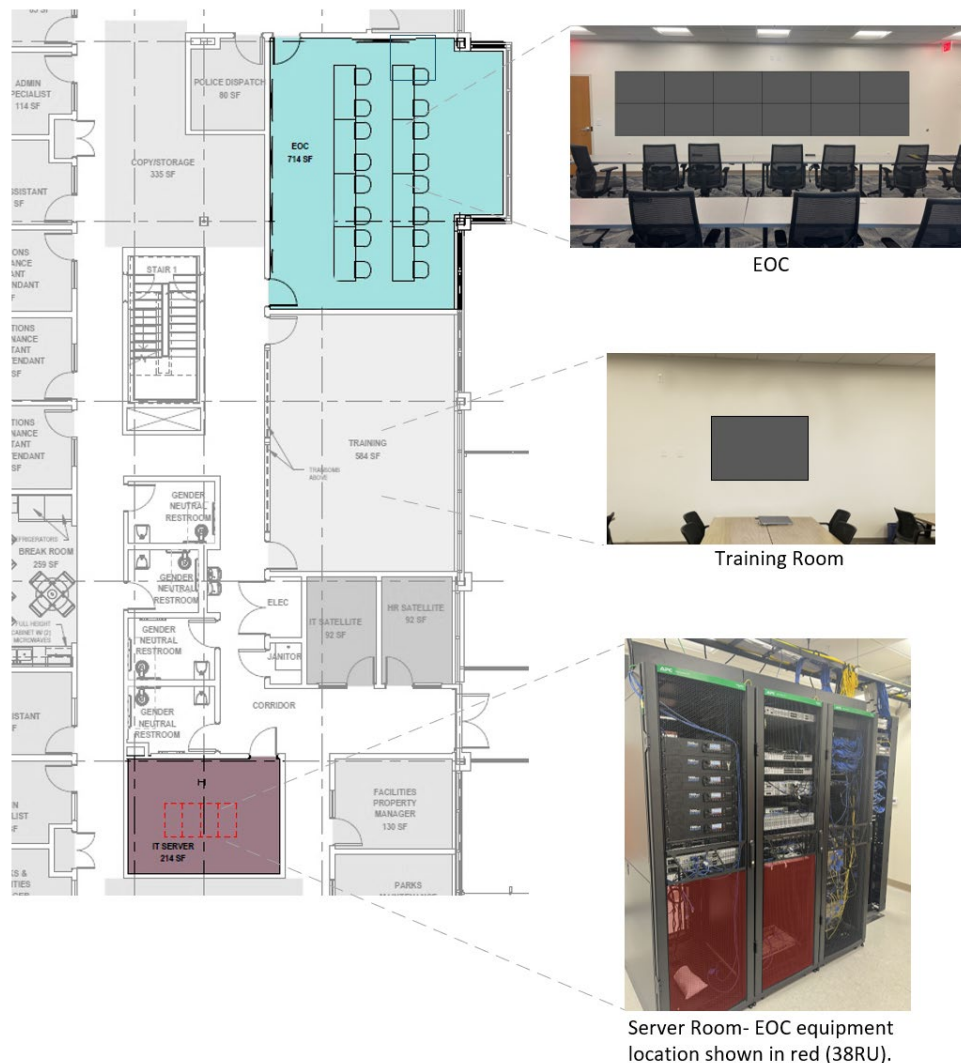


Figure 1: Floorplan

EOC Video Wall Installation

The twelve 55-inch LG bezel-less LCD displays will be wall-mounted using a Chief LVS1U mounting system and powered from existing electrical outlets. HDBaseT video and control cabling will be extended from the server room to the video wall through a wall pass-through located behind the displays. Twelve HDBaseT receivers, one mounted behind each display, will convert the extended HDMI signals for direct connection to each monitor. An 85-inch LCD monitor will be wall-mounted on a side wall to serve as an auxiliary display.

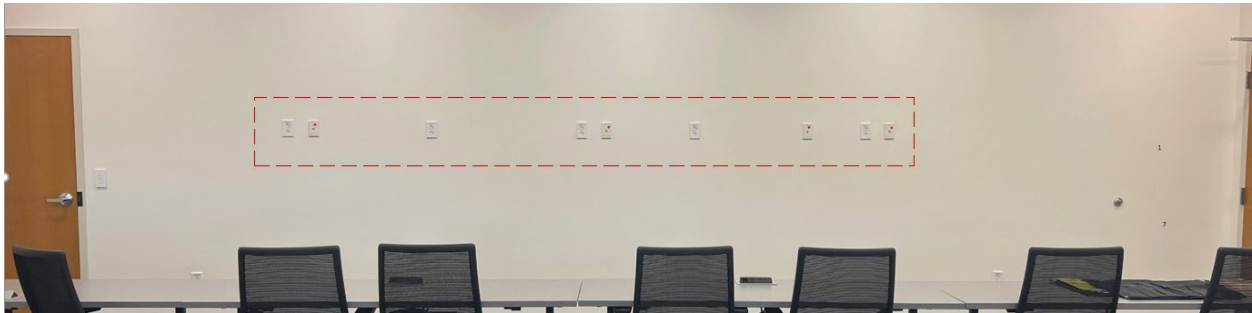


Figure 2: Existing electrical outlets will power the monitor wall.

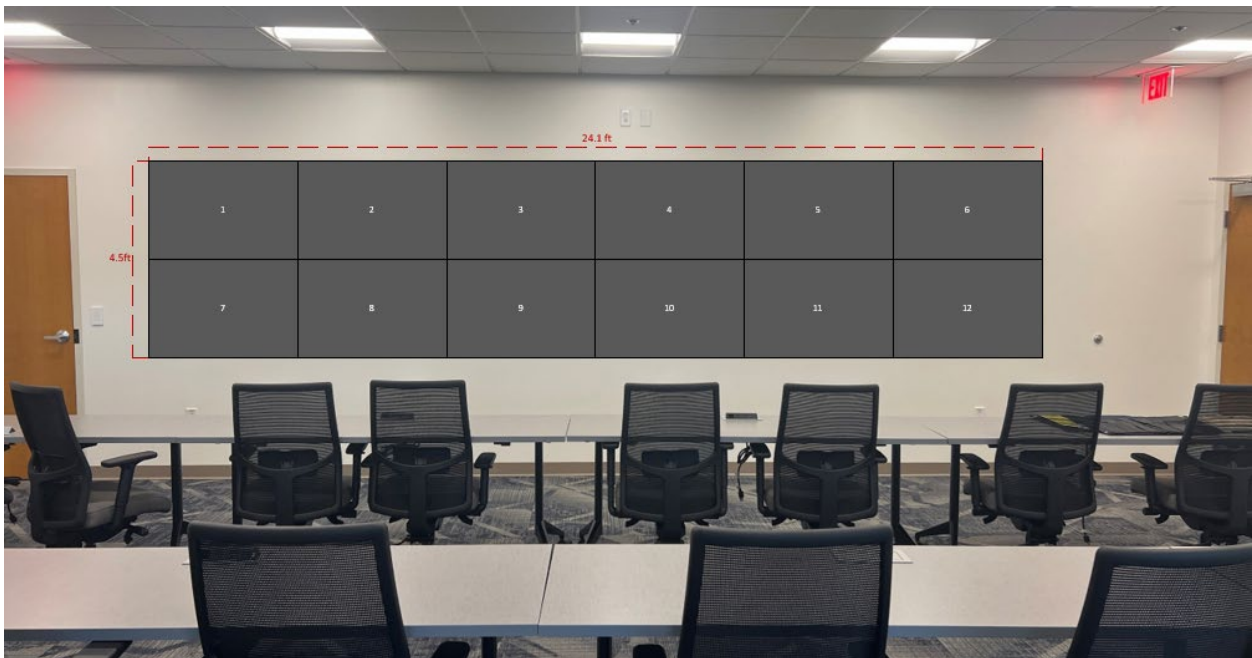


Figure 3: Video Wall 2 x 6 measures 4.5' x 24.1'

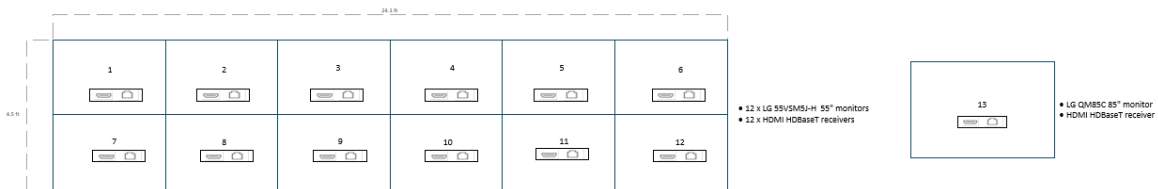
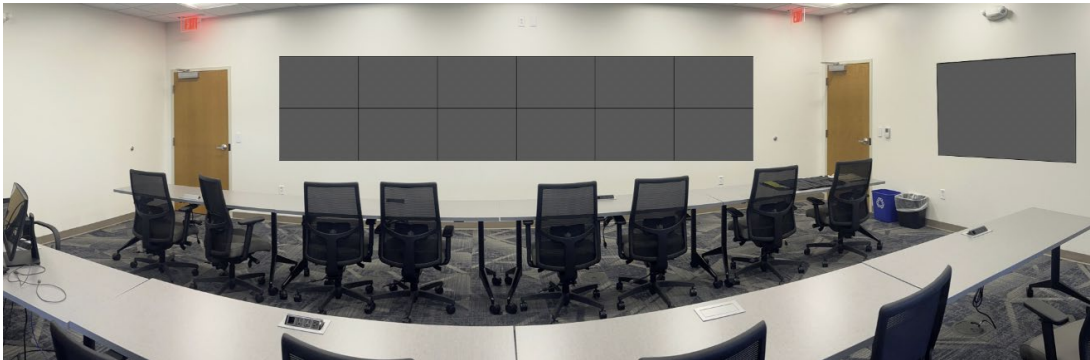


Figure 4: EOC LCD Wall and Aux Display. All displays have an HDBaseT receiver

Crestron NVX Network-Based Video Distribution

The EOC system uses Crestron NVX AV-over-IP technology to distribute video sources over an Ethernet network. Each NVX encoder packetizes its HDMI source into a visually lossless, low-latency IP stream and transmits it using multicast addressing. Multicast delivery allows a single encoded stream to be simultaneously available to multiple endpoints.

At the network layer, NVX relies on IGMP (Internet Group Management Protocol) to manage stream subscriptions. NVX decoders, including those feeding the video wall processor, dynamically “tune” to a desired source by joining the corresponding multicast group via the Ethernet switch. This enables deterministic routing of sources without physical crosspoints.

The EOC system includes two Crestron eight slot NVX card chassis in the server room that houses a total of thirteen NVX HDMI decoder cards (two decoders include audio breakaway) and three NVX encoder cards. Decoders are configured in a one-to-one relationship, with each decoder dedicated to a discrete HDMI input to the video wall processor. This architecture supports up to twelve unique NVX sources being decoded simultaneously and delivered as independent HDMI inputs to the wall processor, allowing multiple sources to be displayed at once across the video wall and auxiliary displays.

The two decoders with audio breakaway allow the operator to route audio associated with a selected video source displayed on the EOC video wall or Training Room monitor to the room via the touch panel interface. To maintain clarity and avoid audio conflicts, only one program audio source is active at any

given time. The selected audio feed is delivered to the DSP for processing and distribution through the EOC audio system.

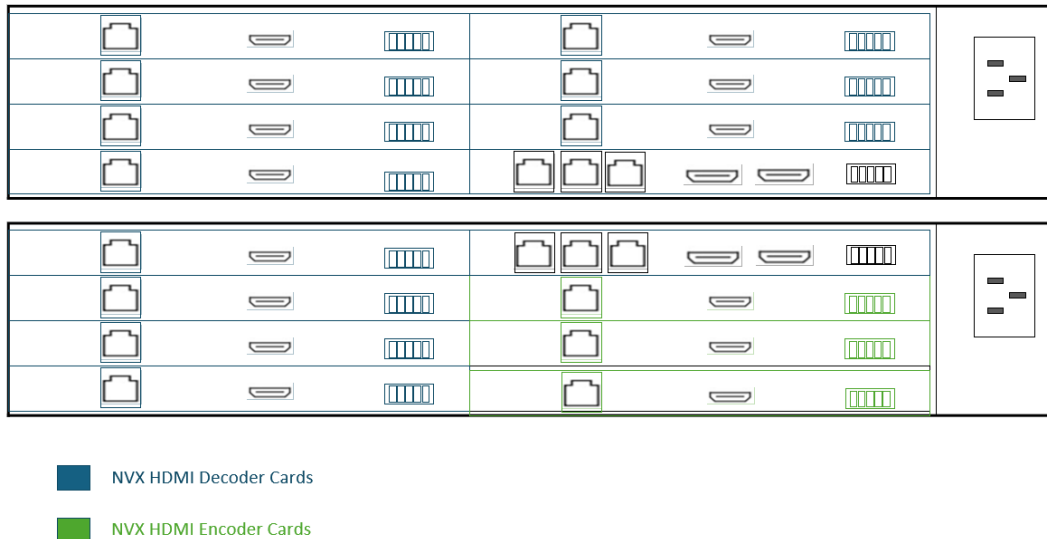


Figure 5: Two NVX chassis will house a total of 13 NVX HDMI decoders (2 with audio breakaway), 3 NVX encoders

Datapath VSN V3 Wall Controller

The VSN V3 video wall controller is the central processing and composition engine for the EOC video wall and auxiliary displays. Discrete HDMI inputs from NVX decoders provide independent video sources to the VSN, which renders real-time, multi-image layouts across the wall with pixel-accurate positioning and scaling.

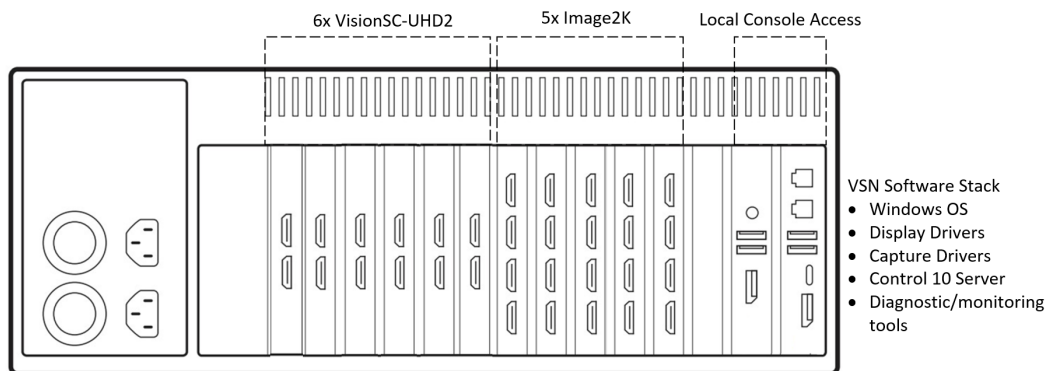


Figure 6: Datapath VSN V3 wall controller (12 HDMI inputs x 20 HDMI outputs)



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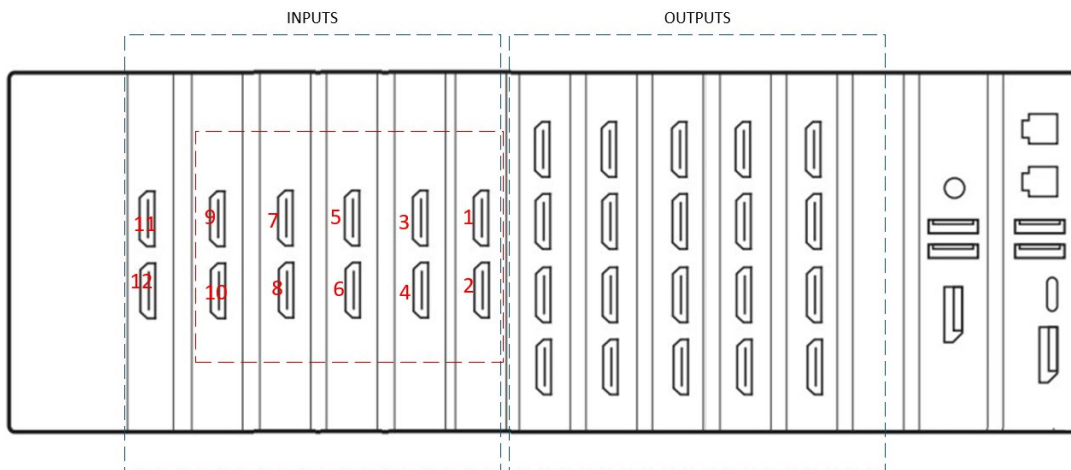


Datapath VisionSC-UHD2 (Dual HDMI 2.0)



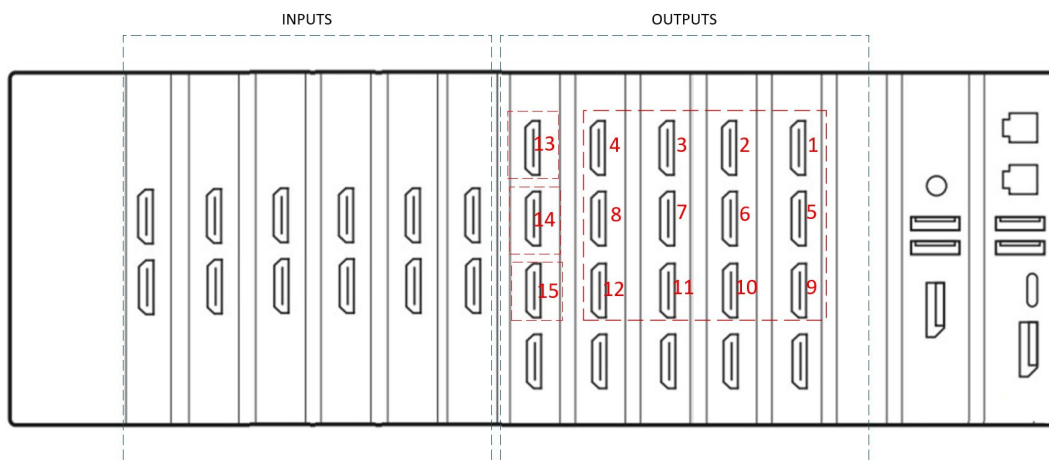
Datapath Image2K – 4 Channel HDMI 2.0

Figure 7: Datapath VSN input and output cards



VSN Inputs (from NVX HDMI decoder cards)

- **1 - 10** assigned to any NVX video source via the control GUI (Touch Panels).
- **11-12** EOC Cisco Codec Pro (direct HDMI output from Codec to wall processor)



VSN Outputs (Extended from VSN to wall over HDBaseT)

- **1 -12** EOC Video wall
- **13** EOC Auxiliary Display (Side Wall)
- **14** Training Room Display
- **15** Wall Layout (A wall layout can be encoded as an NVX stream and available as a video source.)

EOC Video Wall Sources

Fourteen Crestron NVX HDMI encoders will be installed at the tables (seven per row), with an additional encoder installed at the podium. Each encoder connects to the existing floor boxes via Ethernet, enabling connected laptops to be presented as sources to the video wall and auxiliary display. Additional video sources include two cable TV tuners, a Cisco Codec Pro, and five associated spaces: (1) Training room, (2) Police Dispatch, (3) Dispatch Operator, (4) EOC Manager, (5) Conference room.

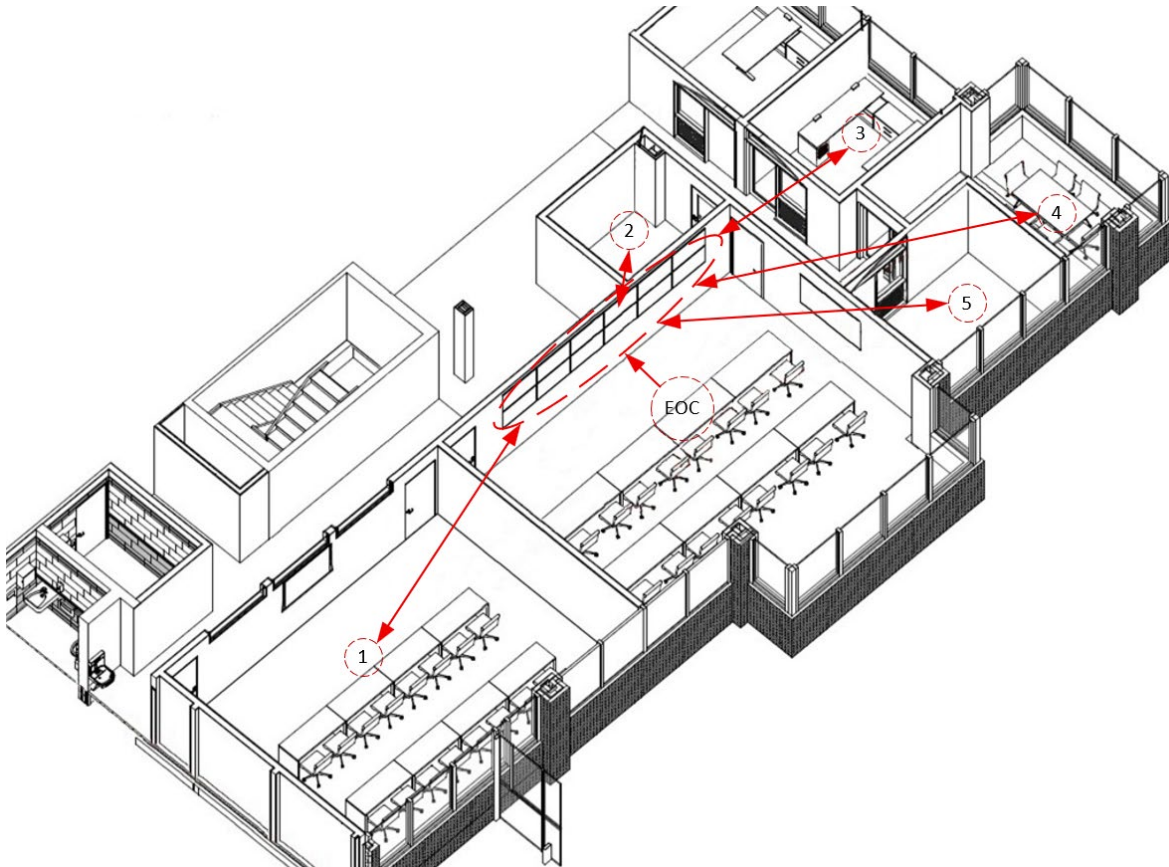


Figure 8: Video sources to the wall from five associated spaces

(EOC) Tabletop and Podium

Fourteen Crestron NVX HDMI encoders will be installed at the tables (seven per row), and one encoder at the podium. Laptop HDMI signals are encoded and transported over the existing structured cabling to NVX HDMI decoders located in the server room, then routed as discrete HDMI inputs to the Datapath VSN video wall processor for placement on the video wall and auxiliary displays.

Sources displayed on the video wall and auxiliary displays (EOC and Training Room) are selected via a 10-inch Crestron touch panel located at the podium.

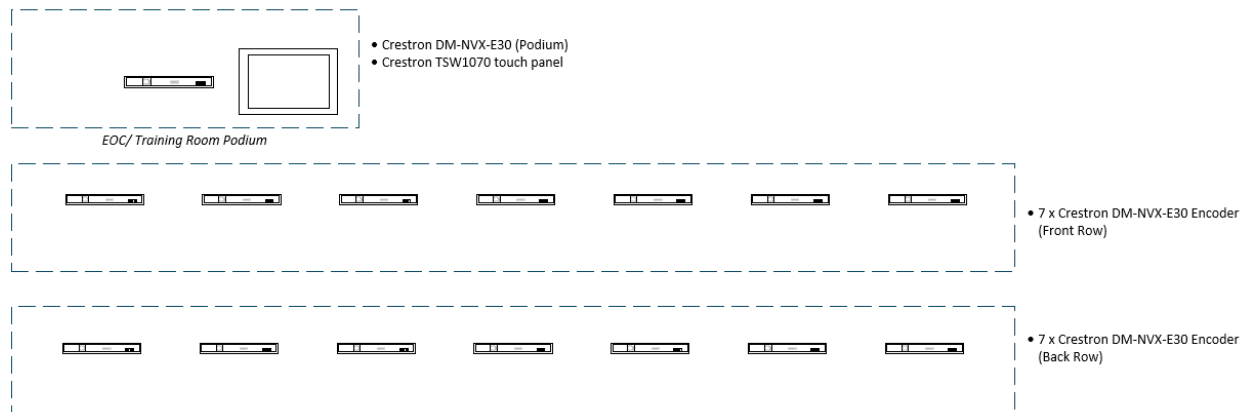


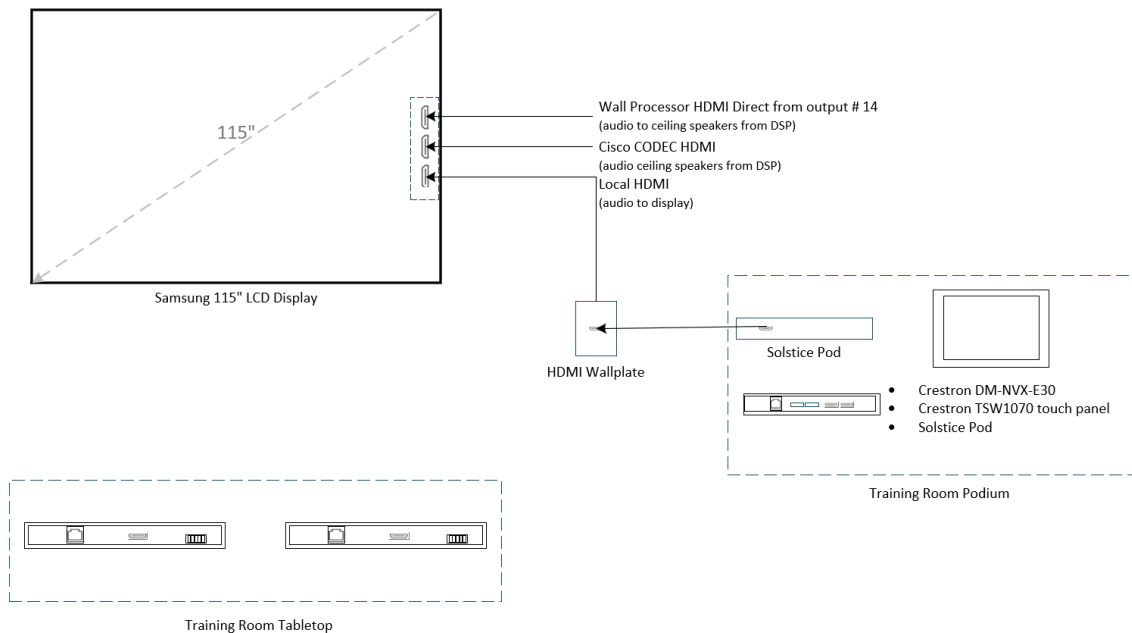
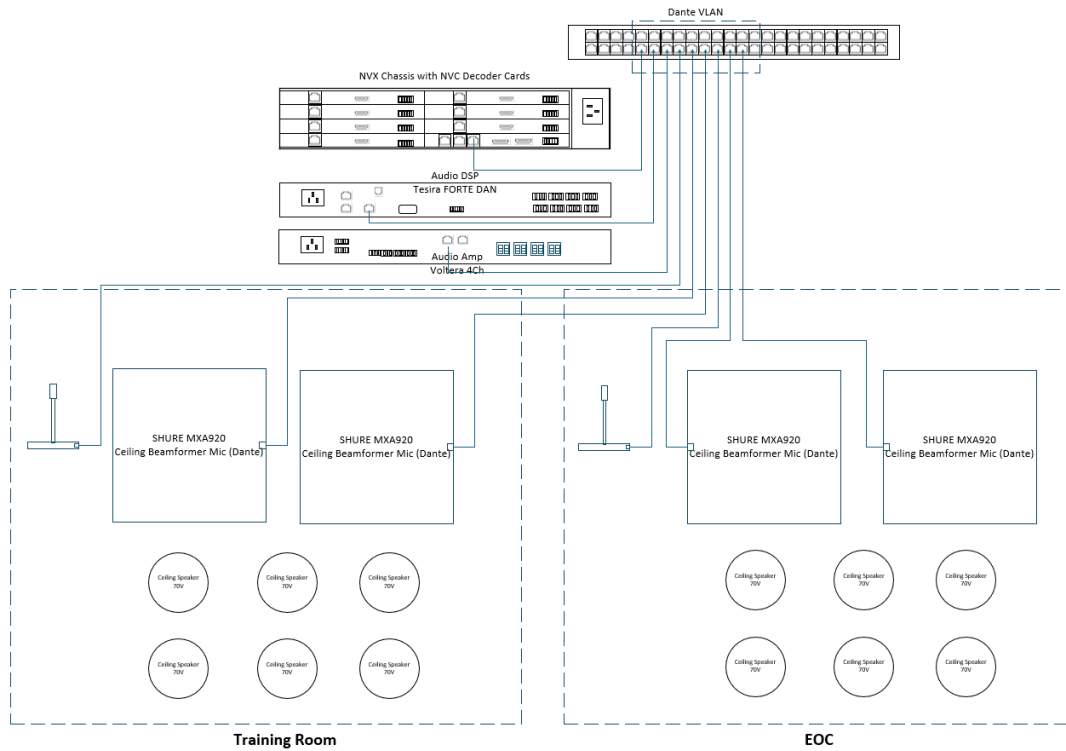
Figure 9: Fifteen NVX HDMI encoders transmit sources from EOC to the display processor

(1) Training Room

The Training Room supports both standalone operation and EOC overflow use. The room features a 115-inch Samsung LCD display, with three HDMI inputs connected to the video wall processor, a Cisco Codec Pro, and a local HDMI wall plate.

Three NVX encoders enable routing of laptop video from the Training Room to the EOC video wall processor. Display source selection is managed via a 10-inch Crestron touch panel located at the podium. A Mersive Solstice Pod, installed at the podium, can be connected to the HDMI wall plate to provide wireless collaboration capabilities, enabling users to present content from their laptops to the room display.

The microphone and speaker configuration are identical in both the EOC and the Training Room. Two Shure MXA920 ceiling-mounted beamforming microphones will be installed above the tables to capture in-room audio, along with a cardioid gooseneck microphone at the podium. All microphones are Dante-enabled and will transmit audio over the existing network cabling to an Ethernet switch located in the server room for centralized processing by the Biamp Tesira DSP.



Assistive Listening

A Dante-enabled assistive listening system will be integrated into the audio design to support accessibility requirements without impacting primary sound reinforcement within the EOC and Training Room.

(EOC) and (1) Training Room Video Cameras and Cisco Codec Pros

Two Cisco Codec Pros (CFE) will be installed in the server room to support video conferencing for the EOC and the Training Room. Each room will include two wall-mounted PTZ camera (location TBD), with camera video and control extended to the server room via a Vaddio HDMI extension system and connected to the Codec Pro camera inputs.

Bi-directional conferencing audio to and from the Codec Pro will be routed through the Biamp Tesira DSP for echo cancellation, signal processing, and integration with the room microphone and loudspeaker systems.

The Cisco CODEC dedicated to the EOC includes two HDMI connections to the Datapath VSN video wall processor. Presentation video sources are delivered to the codec from a Crestron NVX decoder located in the server room (see figure 5).

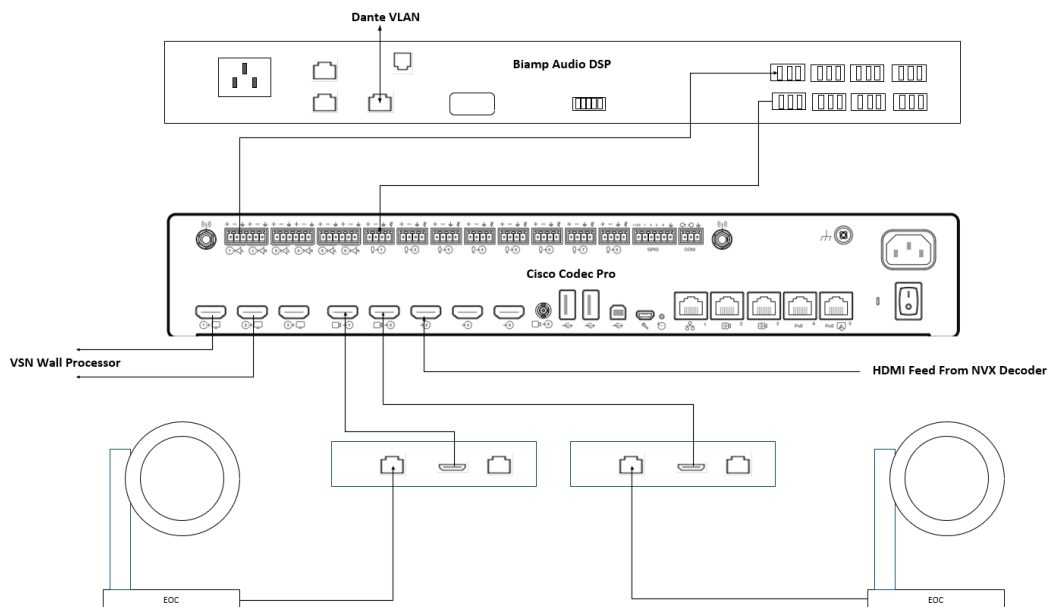


Figure 12: EOC CODEC -wall processor, presentation feed- NVX decoder, audio- DSP.

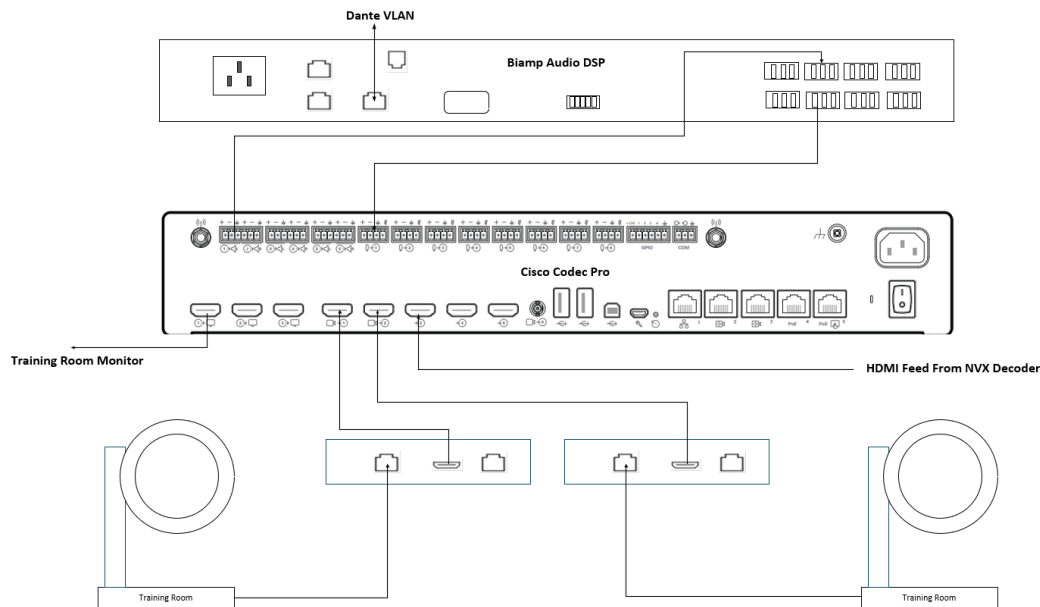


Figure 13: Training Room CODEC - room monitor, presentation - NVX decoder, audio - DSP.

(2) Police Dispatch & (3) Dispatch Operator

These two offices will each have a 43-inch LCD monitor, sound bar, NVX encoder and decoder, and Crestron touch panel. Operators can select and monitor sources from the NVX network while also contributing local content to the EOC video wall via the NVX encoder.

(4) EOC Manager's Office

The EOC Manager's office will include two 43" LCD monitors, sound bar, NVX HDMI decoder, NVX HDMI encoder, and Crestron touch panel. The Manager can select and monitor sources from the NVX network while also contributing local content to the EOC video wall via the NVX encoder.

(5) Conference Room

The conference room will include an 85" LCD monitor, NVX HDMI decoder, NVX HDMI encoder, Crestron control panel, and Cisco Room Bar Pro (CFE). Operators can select and monitor sources from the NVX network while also contributing local content to the EOC video wall via the NVX encoder.

Ethernet Network Architecture

Two Netgear M4250-40G8XF Ethernet switches and one Netgear M4250-26G4XF Ethernet switch will provide switching infrastructure for video, audio, and control traffic. The switches will be interconnected via SFP uplinks configured as 802.1Q trunks carrying the control, NVX, and Dante VLANs. Inter-VLAN communication required for system control will be enabled through controlled Layer-3 routing or ACL-based forwarding within the AV switch fabric, allowing the Crestron control system on the control VLAN to communicate with NVX and Dante devices for discovery, monitoring, and command while preserving logical separation of AV traffic.

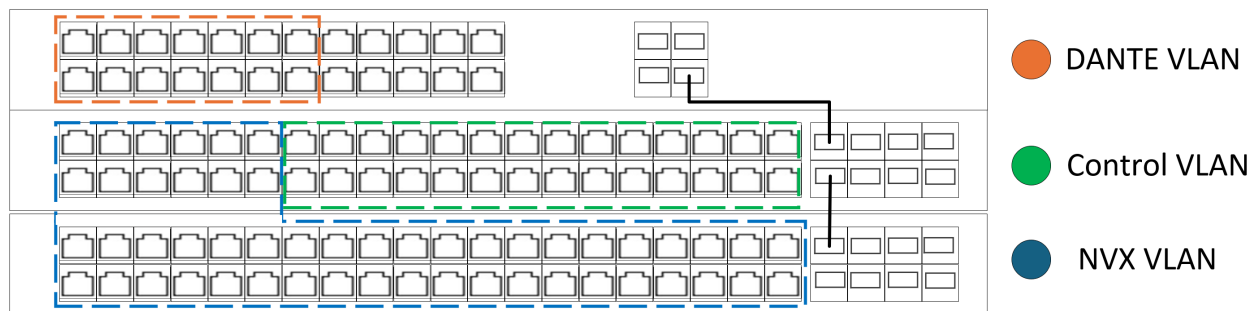


Figure 14: Three Ethernet switches configured for video, audio and control.

Control System

The audiovisual system will be centrally controlled by a Crestron CP4 control processor, which coordinates all video routing, audio source selection, display control, and conferencing functions across the EOC, Training Room, Associated Offices and Conference Room. A Crestron touch panel located in each location allow users to operate the system from any of these locations.

Control commands will be transmitted over the dedicated control network to NVX endpoints, the video wall processor, the audio DSP, and other controlled devices, enabling coordinated system operation while maintaining network segmentation between control, video, and audio traffic. This distributed control architecture ensures consistent system behavior, operational flexibility, and ease of use during both routine operations and emergency response scenarios.

The control system will provide an intuitive GUI with clearly defined functions for source selection, display layouts, audio control, and conferencing operation.

Examples of EOC Wall Layouts and Corresponding Touch Panel GUI

Layout 1:

EOC Video Wall



EOC Aux Display

7	8
9	10

Training Room

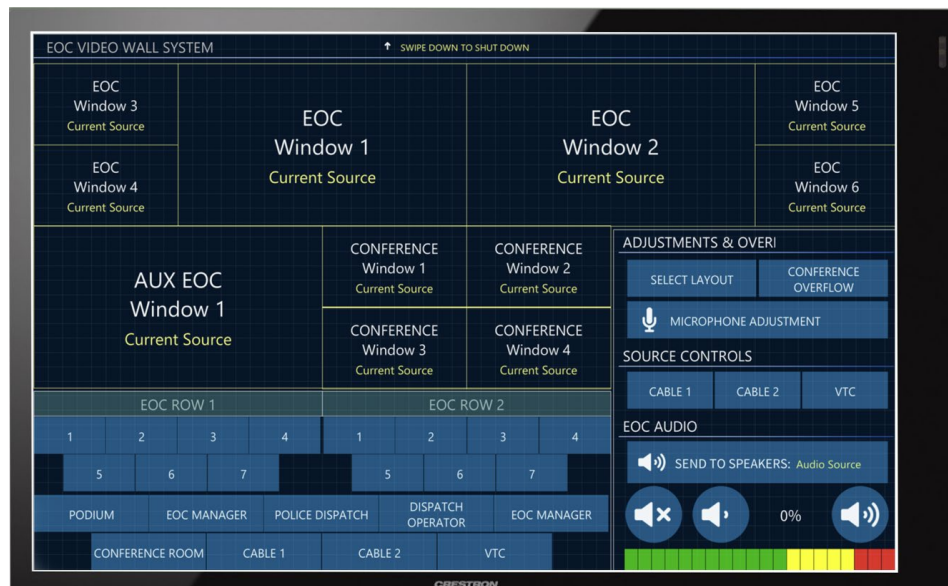
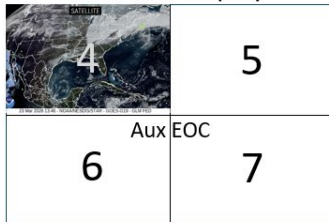


Figure 15: Crestron 10" Touch Panel – Wall Layout 1

EOC Video Wall



EOC Aux Display



Training Room

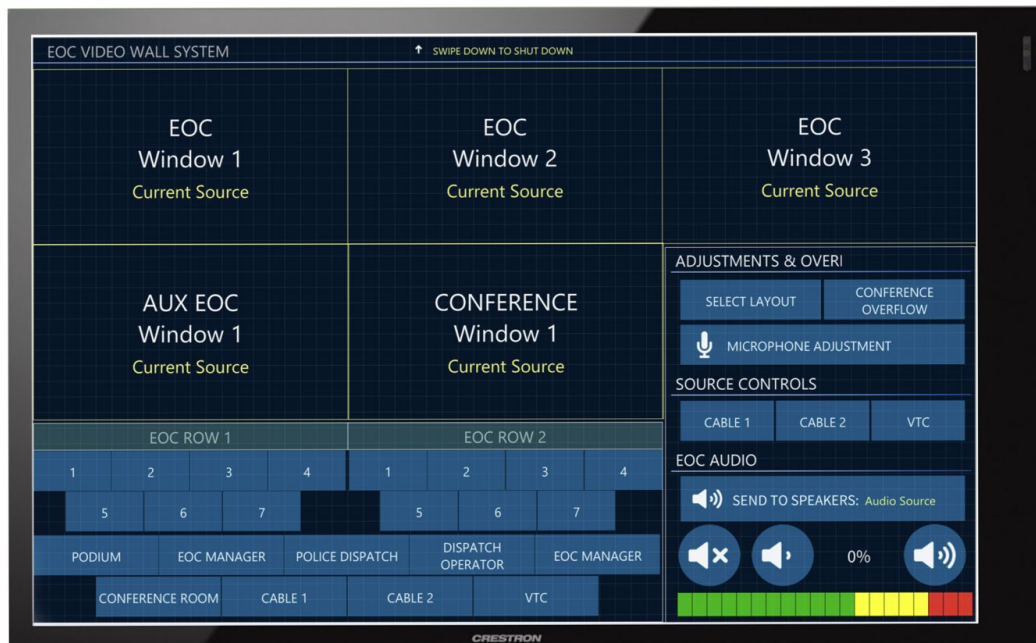
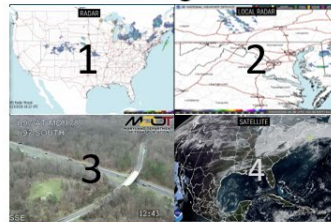
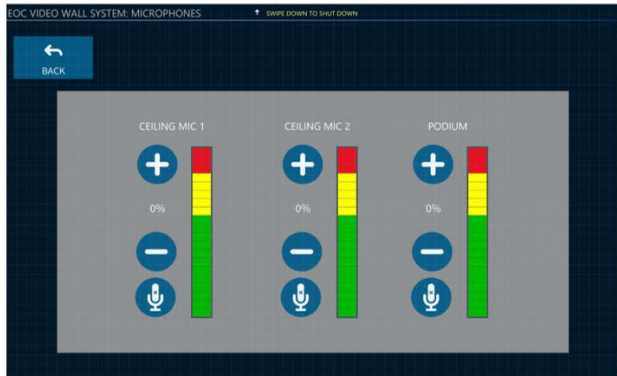


Figure 16: Crestron 10" Touch Panel – Wall Layout 2

Examples of EOC Control GUIs



Figure 17: Cable Box



Microphone Level

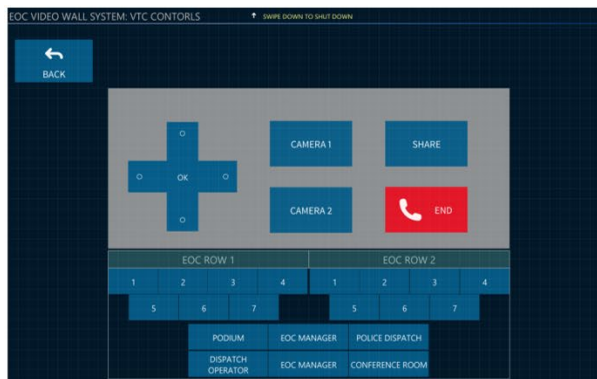
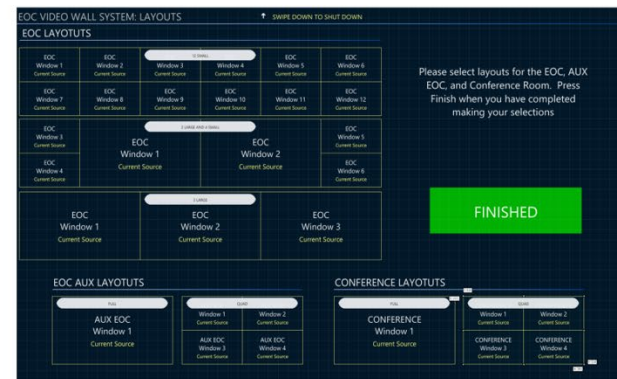


Figure 18: VTC



Video Wall Layouts

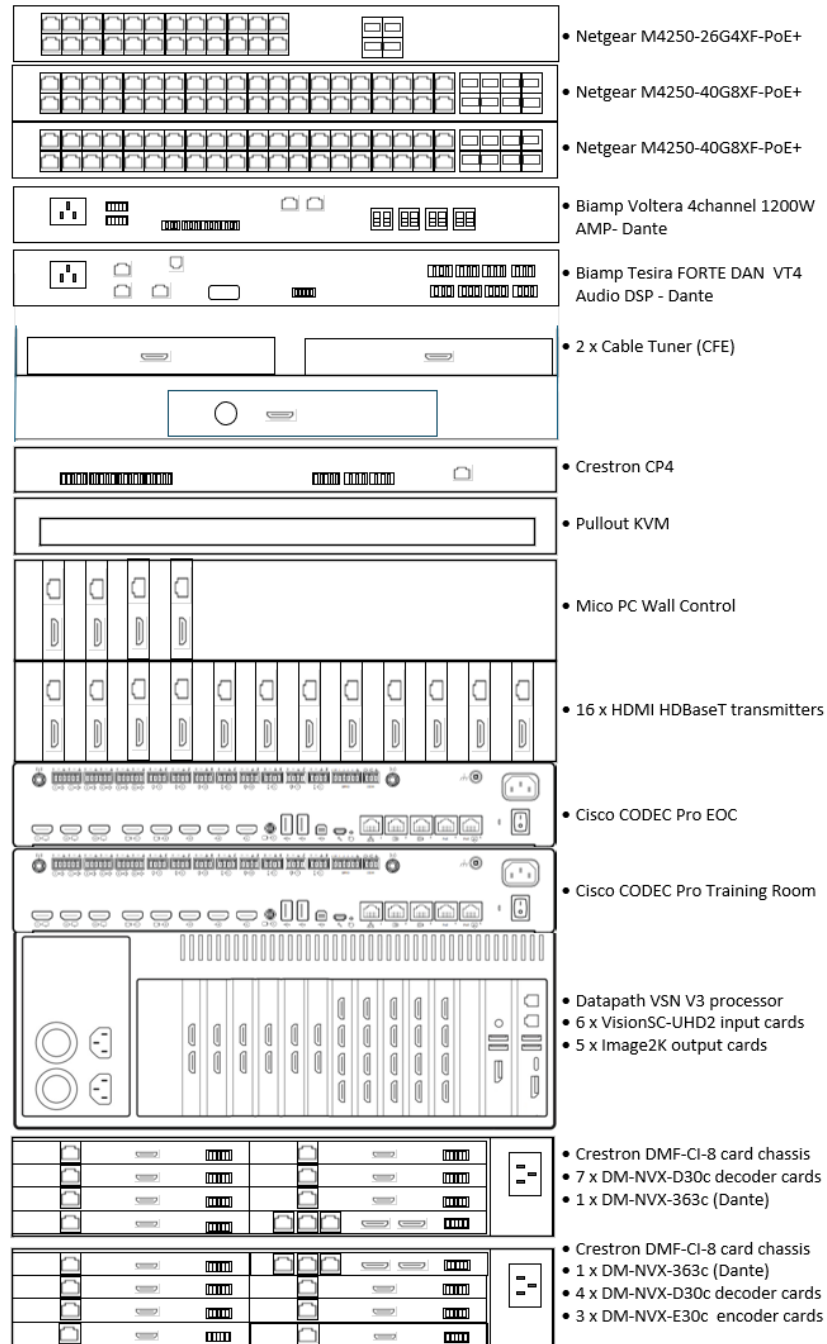


Figure 19: EOC Server Room Equipment

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Rockville Emergency Operations Center System Capabilities

March 26, 2026 (rev 3)

Summary

The EOC is designed as a network-centric system that leverages AV-over-IP (NVX), networked audio (Dante), and centralized control (Crestron) to unify video, audio, and control into a single operational platform. This architecture enables flexible routing, simplified infrastructure, and scalable performance.

LG 55" Bezeless LCD Monitor (Part # LG 55VSM5J-H)

The EOC features a 2x6 video wall measuring 4.5 feet high by 24 feet wide, comprised of twelve 55-inch LG bezel-less LCD displays. The LG 55VSM5J-H is well suited for the EOC video wall due to its ultra-narrow bezel design and consistent image performance. The 0.44 mm even bezel enables the construction of a nearly seamless video wall, minimizing visual breaks between panels. The panel provides wide viewing angles and uniform image quality, ensuring content remains legible from all operator positions.

Chief Wall Mount (Part # LVS1U)

The video wall will be mounted using the Chief LVS1U ConnexSys mounting system, a purpose-built solution designed specifically for large-format LCD video walls. The system utilizes a rail-based mounting architecture with fine X, Y, and Z axis micro-adjustments, enabling precise alignment of ultra-narrow bezel displays to create a seamless visual surface. Each display incorporates a pop-out service mechanism, allowing individual panels to be accessed and maintained without disturbing adjacent screens.

Samsung 85" Display (Part #QM85C)

An 85-inch LCD display will be wall-mounted on a side wall of the EOC and will be driven directly from the video wall processor. The Samsung QM85C provides a large-format, high-resolution display for auxiliary monitoring within the EOC. Its commercial 24/7-rated design ensures continuous operation, while the 85-inch 4K panel supports clear presentation of detailed content across the room. The display integrates cleanly into the system architecture via standard HDMI and network interfaces, allowing it to function as an extension of the primary video wall for mirrored or independent content display.

Samsung 115" Display (Part# LH115QHFEGBGXZA)

In the Training/EOC overflow room, a 115-inch LCD display is selected in place of projection to provide a brighter, more reliable, and lower-maintenance solution. Unlike projection systems, the display delivers consistent image quality independent of ambient light and eliminates the operational complexity associated with lamps, alignment, and calibration.

The display integrates cleanly into the system architecture via standard HDMI and network interfaces, allowing it to function as the Training Room's primary display.

Datapath VSN V3 Video Wall Processor

- Part# VSN-V3-11-B-RPSU (Frame)
- Part# VisionSC-UHD2 (Input Card)
- Part# Image2K (Output Card)

The Datapath VSN V3 video wall processor serves as the central visualization engine for the EOC, enabling real-time display and management of multiple video sources across the video wall. The system is configured with a VSN-V3-11-B-RPSU chassis, providing a high-performance, redundant power platform designed for continuous 24/7 operation in mission-critical environments. VisionSC-UHD2 input cards support high-resolution HDMI capture from NVX decoders and other external sources, while Image2K output cards provide precise, synchronized outputs to the video wall displays.

The wall processor integrates with the Crestron control system over a telnet API, providing operators with a simplified, touch panel-driven interface for selecting layouts and assigning sources.

Crestron Control System

- Part# CP4 (Controller)
- Part# TSW1070 (Touch Panel)

The Crestron control system unifies multiple systems into a single, operator-focused interface. EOC room operations including videowall layout selection, video source selection, cable channel selection, volume control, and VTC operation will be integrated and executed through a Crestron control system, providing centralized control via touch panels.

The Crestron TSW-1070 touch panel is selected as the primary control interface due to its optimal screen size, responsiveness, and reliability. The 10-inch format provides a clear and organized interface for video wall control, source selection, and system operation.

Crestron NVX AV-over-IP Distribution System

- Part# DM-NVX-E30 (NVX HDMI Encoder)
- Part# DM-NVX-D30 (NVX HDMI Decoder)

The Crestron NVX AV-over-IP distribution system is aligned with modern network-based system designs. By transporting video over standard Ethernet infrastructure, the system eliminates the constraints of fixed matrix switching and enables dynamic routing of sources throughout the EOC. This approach simplifies cabling, supports future expansion, and provides a resilient, software-defined video distribution platform.

Biamp Tesira FORTE Audio Digital Signal Processor (Part# 920-00453-00001)

The Biamp Tesira DSP is reliable, scalable, and has native Dante audio integration. The system provides consistent, high-quality audio processing including acoustic echo cancellation (AEC), automatic mixing, equalization, and matrix routing and routing while simplifying the overall architecture through network-based audio transport. By centralizing audio control and presenting a single program audio source to the room, the design ensures clarity, reduces operator complexity, and supports predictable performance in time-sensitive EOC environments.



Biamp Voltera Audio Amplifier (Part# 920-01954-00001)

The Biamp Voltera amplifier functions as a managed endpoint within the networked audio system, integrating seamlessly with the Tesira DSP to provide centralized monitoring and control while delivering efficient, consistent amplification for distributed loudspeakers.

Dante - Audio Transport Protocol

Dante enables a network-based audio architecture that simplifies cabling, supports flexible routing, and ensures synchronized, low-latency audio transport. By moving audio onto the network, the system becomes more scalable, easier to manage, and aligns with modern IT infrastructure.

The system leverages IP-based transport for both audio (Dante) and video (NVX), creating a unified, network-centric AV architecture.

Shure Beamforming Microphones (Part# MXA920W-S)

Shure MXA920 ceiling-mounted beamforming microphones provide uniform room coverage while eliminating the need for user interaction with microphones. This approach ensures consistent audio pickup, reduces operational complexity, and supports a clean, uncluttered tabletop. Integrated with the DSP, the system delivers predictable, high-quality audio performance for both in-room and VTC applications.

Shure Gooseneck Podium Microphone (Part# MX415LPDF/C)

A podium microphone ensures consistent, high-quality audio capture for presenters at the podium. While the ceiling-mounted beamforming microphones provide broad room coverage, a dedicated podium microphone delivers focused, close-proximity pickup, improving speech clarity, gain before feedback, and overall intelligibility during presentations.

The Shure MX415LPDF/C is selected for its reliability, focused pickup pattern, and ease of use at the podium. The cardioid microphone provides consistent, high-intelligibility speech capture while minimizing ambient noise.

Sonance Ceiling Speakers (Part# PS-C63RTL White)

These speakers feature a low-profile backcan design that supports installation in constrained ceiling spaces while maintaining consistent acoustic performance. Integrated with the Biamp DSP and amplification, the system delivers reliable, uniform audio coverage. A 70-volt distributed architecture enables efficient power distribution, simplified wiring, and scalable, predictable performance across the EOC.



Listen Technologies Assistive Listening (Part# LS-90-01-D)

The Listen Technologies Assistive Listening system (LS-90-01-D) is included to ensure accessible audio for all participants in both the EOC and Training Room.

With support for Dante audio, the system integrates directly into the networked audio architecture, allowing assistive listening feeds to be sourced from the same DSP-managed audio system used for room reinforcement and conferencing. This ensures consistent, synchronized audio delivery across all endpoints. By delivering audio directly to personal receivers or compatible hearing devices, the system enhances comprehension during briefings, presentations, and video conferencing, while supporting ADA compliance and inclusive communication.

Vaddio RoboSHOT20 PTZ Camera Kit (Part# 999-9950-100W)

The Vaddio RoboSHOT 20 PTZ camera will integrate with the Cisco Room Kit Pro to provide high-quality, flexible video capture. While the Room Kit Pro serves as the conferencing engine, the RoboSHOT camera delivers superior optical performance, including 4K resolution and 20x zoom, enabling both wide room coverage and tight framing of presenters.

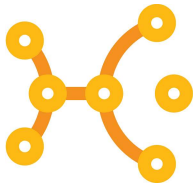
The camera integrates with the Crestron control system, allowing operators to recall presets, adjust camera positioning, and manage camera functions directly from the touch panel interface.

Netgear Ethernet Switch (Part# M4250-40G8XF-PoE+)

The Netgear M4250 switch is AV-optimized to support NVX video, Dante audio, and control traffic on a unified network. Built specifically for AV-over-IP, the platform simplifies deployment while providing the multicast management, QoS, and segmentation required for predictable system performance.

Integrated PoE+ capabilities provide both power and connectivity to networked devices, reducing cabling complexity and eliminating the need for local power at endpoints.

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SALES QUOTATION

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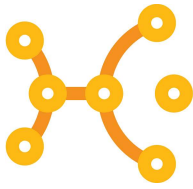
Terms: SOW

Salesperson: Bruce Kaufmann

Telephone No.: 202-438-0044

E-mail: bkaufmann@humancircuit.com

Qty.	MFR	Model	Description	Unit Price	Extended Priced
Pkg No. : EOC -					
14	LG	55VSM5JH	55" Bezeless LCD Monitor	3,725.00	52,150.00
12	CHIEF	LVS1U	Wall Mount	944.00	11,328.00
12	MIDDLE ATL	PDX215C	Dual Outlet Power Protection	233.60	2,803.20
1	SAMSUNG	QM85C	85" Display	5,355.00	5,355.00
1	CHIEF	LSM1UG	Fixed Wall Mount	247.20	247.20
1	MIDDLE ATL	PDX215C	Dual Outlet Power Protection	248.20	248.20
1	INTERP	CUSTOMINTERPRETIVE	Custom Lectern	5,000.00	5,000.00
1	WIREMOLD	RDZCBK	Power Box Insert w/(2)AC & (2)USB Charging Ports	99.05	99.05
1	SHURE	MX415LPDFC	15" Gooseneck Mic	309.60	309.60
1	SHURE	MX400SMP	Mount	170.40	170.40
1	SHURE	ANI4INBLOCK	Analog to Dante Interface	768.80	768.80
1	CRESTRON	TSW1070BS	Touch Panel	2,338.92	2,338.92
2	SHURE	MXA920WS	Ceiling Mount Mic Array	3,785.60	7,571.20
6	SONANCE	PSC63RTLWHITE	6.5" Ceiling Speaker	281.25	1,687.50
1	LISTEN	LS9001D	IR ALS Transmitter/Radiator	1,728.49	1,728.49
1	CRESTRON	TSW1070BS	Touch Panel	2,338.92	2,338.92
15	CRESTRON	DMNVXE30	NVX HDMI Encoder	1,096.46	16,446.90



HUMAN CIRCUIT

211 Perry Parkway Suite 7 Gaithersburg, Maryland 20877-2144
(240) 864-4000 www.humancircuit.com

SALES QUOTATION

Sales Quotation Number: SQ72124
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Qty.	MFR	Model	Description	Unit Price	Extended Priced
2	VADDIO	9999950100W	Roboshot 20 UHD OneLink HDMI PTZ Camera Kit	7,117.44	14,234.88

Total for EOC 124,826.26

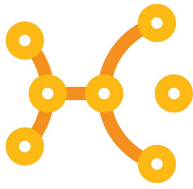
Pkg No. : TRAINING -

1	SAMSUNG	QH115FX	115" Display	27,625.00	27,625.00
1	CHIEF	PSMH2079	Fixed Wall Mount	1,074.40	1,074.40
1	MIDDLE ATL	PDX215C	Dual Outlet Power Protection	248.20	248.20
1	LISTEN	LS9001D	IR ALS Transmitter/Radiator	1,728.49	1,728.49
1	INTERP	CUSTOMINTERPRETIVE	Custom Lecturn	5,000.00	5,000.00
1	WIREMOLD	RDZCBK	Power Box Insert w/(2)AC & (2)USB Charging Ports	99.05	99.05
1	SHURE	MX415LPDFC	15" Gooseneck Mic	309.60	309.60
1	SHURE	MX400SMP	Mount	170.40	170.40
1	SHURE	ANI4INBLOCK	Analog to Dante Interface	768.80	768.80
6	SONANCE	PSC63RTLWHITE	6.5" Ceiling Speaker	281.25	1,687.50
1	CRESTRON	TSW1070BS	Touch Panel	2,338.92	2,338.92
2	VADDIO	9999950100W	Roboshot 20 UHD OneLink HDMI PTZ Camera Kit	7,117.44	14,234.88
1	MERSIVE	SP8100E5	Solstice Pod Small Group 4 Simultaneous Users	1,935.45	1,935.45
3	CRESTRON	DMNVXE30	NVX Encoder	1,246.66	3,739.98
2	SHURE	MXA920WS	Ceiling Mount Mic Array	3,785.60	7,571.20

Total for TRAINING 68,531.87

Pkg No. : CONFERENCE -

1	SAMSUNG	QM85C	85" Display	3,910.00	3,910.00
1	CHIEF	TS525TU	Fixed Wall Mount	649.60	649.60



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SALES QUOTATION

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Qty.	MFR	Model	Description	Unit Price	Extended Priced
1	MIDDLE ATL	PDX215C	Dual Outlet Power Protection	248.20	248.20
1	CFE	CFE	Cisco Room Bar Pro Kit		
1	CRESTRON	DMNVXE30	NVX Encoder	1,246.66	1,246.66
1	CRESTRON	DMNVXD30	NVX Decoder	1,246.66	1,246.66
1	CRESTRON	TSW1070BS	Touch Panel	2,338.92	2,338.92

Total for CONFERENCE 9,640.04

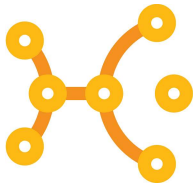
Pkg No. : EOC MANAGER -

2	SAMSUNG	QM43C	43" Monitor	926.50	1,853.00
2	CHIEF	MTM1U	Tilt Wall Mount	223.20	446.40
2	CHIEF	FCK000	Mount Connector	30.40	60.80
2	MIDDLE ATL	PDX215C	Dual Outlet Power Protection	248.20	496.40
1	JBL	PSB1	Speaker Bar	240.00	240.00
1	CRESTRON	DMNVXE30	NVX Encoder	1,246.66	1,246.66
1	CRESTRON	DMNVXD30	NVX Decoder	1,246.66	1,246.66
1	CRESTRON	TSW1070BS	Touch Panel	2,338.92	2,338.92

Total for EOC MANAGER 7,928.84

Pkg No. : POLICE DISPATCH -

1	SAMSUNG	QM43C	43" Monitor	926.50	926.50
1	CHIEF	MTM1U	Tilt Wall Mount	223.20	223.20
1	MIDDLE ATL	PDX215C	Dual Outlet Power Protection	248.20	248.20
1	JBL	PSB1	Speaker Bar	240.00	240.00
1	CRESTRON	DMNVXE30	NVX Encoder	1,246.66	1,246.66



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SALES QUOTATION

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Qty.	MFR	Model	Description	Unit Price	Extended Priced
1	CRESTRON	DMNVXD30	NVX Decoder	1,246.66	1,246.66
1	CRESTRON	TSW1070BS	Touch Panel	2,338.92	2,338.92

Total for POLICE DISPATCH 6,470.14

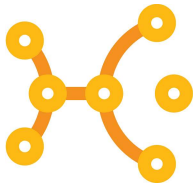
Pkg No. : DISPATCH OPERATOR -

1	SAMSUNG	QM43C	43" Monitor	926.50	926.50
1	CHIEF	MTM1U	Tilt Wall Mount	223.20	223.20
1	JBL	PSB1	Speaker Bar	240.00	240.00
1	MIDDLE ATL	PDX215C	Dual Outlet Power Protection	248.20	248.20
1	CRESTRON	DMNVXE30	NVX Encoder	1,246.66	1,246.66
1	CRESTRON	DMNVXD30	NVX Decoder	1,246.66	1,246.66
1	CRESTRON	TSW1070BS	Touch Panel	2,338.92	2,338.92

Total for DISPATCH OPERATOR 6,470.14

Pkg No. : RACK ROOM -

2	NETGEAR	M425040G8XFPOE+	40x1G PoE+ 960W and 8xSFP	3,445.00	6,890.00
1	NETGEAR	M425026G4XFPOE+	30 port Ethernet Switch PoE+ 480W	2,120.00	2,120.00
2	NETGEAR	AXC76110000S	1m Passive SFP+ DAC	46.00	92.00
1	DATAPATH	VSNV311BRPSU	Processor Frame	9,988.13	9,988.13
6	DATAPATH	VISIONSCUHD2	2-Channel HDMI Capture Card	2,620.63	15,723.78
5	DATAPATH	IMAGE2K	4-Channel HDMI Graphics Card	1,938.13	9,690.65
1	DATAPATH	WALLCON10PRO	License Dongle for WallControl	6,641.25	6,641.25
1	DATAPATH	RCOMMISSIONINGUS1	1 Day Remote Commissioning	1,643.75	1,643.75
1	DATAPATH	PREMIUM3YEARSERVICE	3 Years Premium Service	7,567.88	7,567.88



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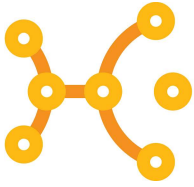
SALES QUOTATION

Sales Quotation Number: SQ72124
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Qty.	MFR	Model	Description	Unit Price	Extended Priced
1	GMTEC	M3PLUSMINIPC	Windows II Pro , i9, 32GB RAM	723.75	723.75
16	ATLONA	ATHDREX702PS	HDMI over HDBase Extender	408.50	6,536.00
2	ATLONA	ATRACK1RUME	Rack Shelf	162.45	324.90
1	BIAMP	TESIRAFORTEDANVT4	Fixed I/O DSP w/4 Analog Outputs 4 Analog Outputs Telephone Interface	3,349.50	3,349.50
1	BIAMP	VOLTERAD12004	4-Channel 1200W Amplifier	3,135.48	3,135.48
2	CRESTRON	DMFCI8	NVX 8 Slot Card Chassis	1,686.30	3,372.60
11	CRESTRON	DMNVXD30C	NVX HDMI Decoder Card	1,096.46	12,061.06
2	CRESTRON	DMNVX360C	NVX Network Codec Card w/Dante	1,518.40	3,036.80
3	CRESTRON	DMNVXE30C	NVX Encoder	1,096.46	3,289.38
1	CRESTRON	CP4CR1	4-Series Control System	1,686.30	1,686.30
1	TRIPPLITE	B020U0819IP	8-Port Rack Mount Console w/19" Monitor and IP Remote Access	4,304.70	4,304.70
2	CFE	CFE	Cable TV Boxes	Customer Furnished Equipment	
2	CFE	CFE	Cisco Codec Pro		
Total for RACK ROOM					102,177.91

Pkg No. : SERVICES -

144	HCI	VASCUPPE	Engineering	215.06	30,968.64
184	HCI	VASCUPPPS	Project Supervisor	117.88	21,689.92
192	HCI	VASCUPPI	Integration	101.32	19,453.44
80	HCI	VASCUPPPM	Project Management	191.16	15,292.80
320	HCI	VASCUPPP	Programming	215.06	68,819.20
1	HCI	MATERIALS	Materials	7,915.70	7,915.70
1	HCI	MATERIALS	Truck Rental	400.00	400.00



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SALES QUOTATION

Sales Quotation Number: SQ72124
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Qty.	MFR	Model	Description	Unit Price	Extended Priced
Total for SERVICES					164,539.70
Pkg No. : TARIFF -					
1			Tariff Charges	1,764.20	1,764.20
Total for TARIFF					1,764.20

Amount Subject to Sales Tax	Amount Exempt from Sales Tax	Subtotal:	492,349.10
0.00	492,349.10	Total Sales Tax:	0.00
		Shipping:	1,500.00
		Total:	493,849.10

END EXHIBIT B

EXHIBIT C
City of Rockville Insurance Requirements

Insurance Requirements

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary. The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement signed and dated.
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$2,000,000 General Aggregate \$3,000,000	City to be included as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$2,000,000	City to be included as additional insured and provided 30-day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5.		
6. Professional Liability	Each Claim /Aggregate: \$1,000,000	

EXHIBIT C
City of Rockville Insurance Requirements

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in the General Liability, Workers' Compensation, or Automobile Liability insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be included as an additional insured on the Contractor's Commercial Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be included as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville
(Contract #, title)
City Hall
111 Maryland Avenue
Rockville, MD 20850