



CITY OF ROCKVILLE RIDER CONTRACT

This **CITY OF ROCKVILLE, MARYLAND RIDER CONTRACT** (this “**Rider Contract**”) is, made this ____ day of _____, 2025 (the “**Effective Date**”), by and between **THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND**, a body politic and municipal corporation of the State of Maryland (the “**Mayor and Council**” or “**City**”), acting through its City Manager, and **DISYS Solutions, Inc.**, a Virginia Corporation having its local business address at 44670 Cape Court, Suite 100, Ashburn, VA 20147 (the “**Contractor**” or “**DISYS**”). Individually, the Mayor and Council and Contractor may each be referred to hereinafter as the “**Party**,” or collectively as the “**Parties**.”

RECITALS

1. The University of Virginia, on behalf of Virginia Higher Education Procurement Consortium, (“**VHEPC**”) issued Request for Proposal RFP-UVA-00011-MW082019 (“**VHEPC RFP**”) for broad range of technology products, services and solutions, including Smartnet technical support services (“**Smartnet**”).
2. In February of 2020, Contractor submitted its responsive proposal to the VHEPC RFP.
3. On February 28, 2020, VHEPC and Contractor entered into a contract (“**VHEPC Contract**”) to provide Smartnet at the price and terms agreed to in the VHEPC Contract #UVA-AGR-IT-00183-DISYS. The VHEPC Contract is attached as “**Attachment A**”.
4. The term of the VHEPC Contract is through December 31, 2025, with two two-year renewal options.
5. Because the City has determined that the City needs precisely the Smartnet services which have been provided by Contractor to VHEPC, the City Manager has recommended entering into this Rider Contract to obtain these services at the price provided to VHEPC under substantially the same terms as provided to VHEPC.
6. Pursuant to Rockville City Code Sec. 17-71(b), the Mayor and Council is authorized to “contract with any contractor who offers . . . services . . . on the same terms as provided other state or local governments or agencies thereof who have arrived at those terms through a competitive procurement procedure similar to the procedure used by the City.”
7. The Contractor has agreed to provide the Mayor and Council Smartnet to be used by the City at the price contained in the VHEPC Contract.

8. The Smartnet equipment will be provided to the City before the expiration of the first term of

the VHEPC Contract.

9. Any subsequent payments from the City after the first payment made to the Contractor that may extend beyond the expiration of the first term of the VHECP Contract, and any renewals, will, pursuant to the quote from Contractor, be at the price and under the terms of the VHEPC Contract.
10. The Parties agree that the terms and conditions set forth in the VHEPC Contract have been incorporated herein except to the extent expressly modified herein. All modifications to the VHEPC Contract have been summarized in this Rider Contract. Where the terms of this Rider Contract vary from the terms and conditions of the VHEPC Contract, the terms and conditions of this Rider Contract shall prevail.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the covenants, warranties and Contracts 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:

TERMS OF CONTRACT

I. INCORPORATION OF RECITALS

The foregoing recitals above are an integral part of this Rider Contract and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Rider Contract. Accordingly, the foregoing recitals above are fully incorporated into this Rider Contract by this reference as if fully set forth herein.

- II. Notwithstanding the requirements that the VHEPC Contract is fully binding on the Parties; the Parties have agreed to modify certain provisions of the VHEPC Contract as applied to the Mayor and Council. Changes are made to the following areas of the VHEPC Contract:
 - A. All references in the VHEPC Contract to “The Rector and Visitors of the University of Virginia” and “University” and “VHEPC” have been revised to refer to the Mayor and Council, the City of Rockville, or the City of Rockville’s Purchasing Agent (“**Purchasing Agent**”), as appropriate for the context.
 - B. The City has authorized a not-to-exceed amount of \$396,671.75 annually with the term of this Rider Contract beginning from the Effective Date for the next Three (3) years with an effective end date of June 30, 2028. This payment will be at the price set forth in the VHEPC Contract, which the Contractor has agreed to provide the City through the term of this Rider Contract regardless of whether the Rider Contract term extends beyond the term of the VHEPC Contract, including any renewals or extensions of the VHEPC Contract.
 - C. Payment shall be invoiced and paid as set forth in the Additional Provisions below.

- D. The schedule of performance for this Rider Contract is as follows:
- a) This is a contract for purchase of Smartnet technical support services.
 - b) Deliverables per DISYS Quote # CISCO16744H (“Quote”).
 - c) Total amount for all Cisco Smartnet services for Three (3) years is \$1,190,015.26 which is at a price that is contained in the VHECP Contract and that will be honored even if the VHEPC Contract expires before the City’s Rider Contract.

III. ADDITIONAL PROVISIONS

A. **Term, Payment Terms and Conditions.**

The term of this Rider Contract is from the Effective Date for the next Three (3) years through December 31, 2028.

The City agrees to pay the Contractor a sum not-to-exceed NTE \$396,671.75 annually pursuant to Terms of Contract Section II B above.

The City expects all vendors to provide year over year cost reduction recommendations. Should any of the Smartnet prices have cost efficiencies that can be implemented, Contractor agrees to implement such efficiencies and update these prices accordingly.

Price decreases are acceptable at any time, need not be verifiable, and are required should Contractor experience a decrease in costs associated with the execution of the contract.

Should the Contractor be able to offer additional discounts based on the quantity and scope of the order, Contractor shall offer those to the City.

The Contract Administrator shall make payment upon proper application by the Contractor for payment for Smartnet.

The invoice, with the Purchase Order number referenced, shall be directed to:

City of Rockville

Attn: Donnie Johnson
240-314-8161
djohnson@rockvillemd.gov

Contractor may choose to use the City’s ACH Payment Process.

Contractor shall submit the invoice printed on Contractor letterhead, dated, and

signed; each deliverable must be identified separately with the associated amount due. The invoices can be submitted via email. The Contract Administrator will verify Smartnet was received from Contractor before authorizing payment.

The Mayor and Council will not pay in excess of the amounts approved. Contractor's submission of invoices exceeding these amounts will be rejected.

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 VHEPC 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:

B. Insurance.

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	

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

- C. **Notices, Demands, and Communications Between the Parties.** Formal notices, demands, and communications between the Contractor and the Mayor and Council shall be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed to:

To the Mayor and Council: City of Rockville
111 Maryland Avenue
Rockville, Maryland 20850
Attention: Sara Taylor-Ferrell, City Clerk
Email: SFerrell@rockvillemd.gov
Telephone: (240) 314-8283

With a Copy to: Robert E. Dawson, City Attorney
Email: RDawson@rockvillemd.gov
Telephone: (240) 314-8150
Jeff Mihelich, City Manager
Email: JMichelich@rockvillemd.gov
Telephone: (240) 314-8102

To the Contractor: Theresa Suwal
DISYS Solutions, Inc.
(571)707-3609
Theresa.Suwal@dsitech.com

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. 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.

- D. Interpretation.** The terms of this Rider Contract 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 Contract 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 Contract.
- E. Indemnification.** The Contractor shall indemnify the Mayor and Council in the same manner and to the same extent as is stated in VHEPC Contract; Attachment A: General Contractual Provisions; Section O.
- F. Sensitive Documents.** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all

sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.

Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address:

<https://www.rockvillemd.gov/DocumentCenter/View/36407/IT-ACCESS-CONFIDENTIALITY-POLICY?bidId=>

- G. 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 Contract.
- H. No Waiver of Sovereign Immunity by Mayor and Council.** Notwithstanding any other provisions of this Rider Contract to the contrary, nothing in this Rider Contract nor any action taken by the Mayor and Council pursuant to this Rider Contract nor any document which arises out of this Rider Contract 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.
- I. No Third-Party Beneficiaries.** No provision of this Rider Contract 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.
- J. 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.

- K. Severability.** If any term, provision, covenant, or condition of this Rider Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Rider Contract 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 Contract. In the event that all or any portion of this Rider Contract is found to be unenforceable, this Rider Contract 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 Contract or that portion which is found to be unenforceable.
- L. Authority of the City Manager in Disputes.** Any dispute concerning a question of fact arising under the Contract signed by the City and the Contractor which is not disposed of by this Contract 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 the Contract. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.
- M. Governing Law.** This Rider Contract shall be construed in accordance with and governed by the laws of the State of Maryland. The exclusive venue for litigation shall be Montgomery County. If the Parties are not able to resolve disputes directly with each other, the Parties may, prior to litigation, attempt to resolve any disputes that arise out of this Rider Contract through mediation before a mutually acceptable mediator.
- N. Entire Contract, Waivers and Amendments.** This Rider Contract integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous Contracts between the Parties. All waivers of the provisions of this Rider Contract 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.

- O. Language Construction.** The language of each and all paragraphs, terms and/or provisions of this Rider Contract, shall in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any Party and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Rider Contract.
- P. Time of the Essence.** Time is of the essence in the performance of this Rider Contract.
- Q. Counterparts.** This Rider Contract 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.

[Signatures and acknowledgments appear on the following pages]

IN WITNESS WHEREOF, the Parties have each executed, or caused to be duly executed, this Rider Contract in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, 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

Robert E. Dawson, City Attorney

By: _____
Jeff Mihelich, City Manager

CONTRACTOR

DISYS SOLUTIONS, INC.

a Virginia corporation

By: _____
Vinu Luthra, COO