



Office of Purchasing
10910 Clarksville Pike, Ellicott City, Maryland 21042-6198
(410) 313-544, fax (410) 313-6789

CONTRACT AGREEMENT #:1184823
HCPSS #: 029.26,B6

1.0 This Agreement is made and entered into by and between the Board of Education of Howard County, Maryland on behalf of the Howard County Public Schools System (hereinafter the "Board" or "HCPSS") and HCGI, (hereinafter the "Contractor"), which is duly authorized to do business in the State of Maryland. This Agreement is authorized by the Board on the 6th day of November 2025 and shall become effective on the last signature date set forth below. In consideration of the mutual premises contained herein, the parties agree as follows:

2.0 Incorporation of Bid Documents

2.1 The terms and conditions set forth in the Request for Proposal – solicitation for "Information Technology Commodities 2, which was issued on October 11, 2024 by Montgomery County Maryland, including any Addenda thereto, the bid of the Contractor (excluding any exceptions that have not been mutually agreed to in writing by HCPSS), and any Purchase Order(s) subsequently issued (collectively, the "Solicitation Documents") are incorporated in this agreement.

2.2 As stipulated within the herein referenced solicitation, Contractor shall provide the Board with the following services on an as-needed basis: thorough and comprehensive Rubrik Backup/Business Continuity/Disaster Recovery Solution for the Microsoft 365 environment.

3.0 Order of Precedence

In the event of conflict between this Agreement and the Solicitation Documents, the terms of this Agreement shall govern. Unless otherwise stated herein, Contractor's terms and conditions, proposal, or any other documentation issued by Contractor is expressly excluded from this Agreement. If the conflict cannot be resolved by reference to the substantive terms of this Agreement, the parties intend that the following order of precedence shall apply in interpreting their Agreement:

- .1 This Agreement
- .2 The RFP cooperative solicitation documents [Information Technology Commodities 2]; then
- .3 Any HCPSS Purchase Order.

4.0 Responsibilities of the Contractor

For the purposes of this contract the Contractor shall provide the following:

- 4.1 Provide all goods and/or services per the requirements as set forth in the "RFP Solicitation Documents".
- 4.2 Deliver all goods and/or services per the requirements as set forth in the "RFP Solicitation Documents".
- 4.3 Contractor shall exercise no administrative authority over the work of employees of the Board, but shall act only as advisers in those fields in which they are qualified to offer expert assistance.
- 4.4 All administrative supervision of Board or HCPSS employees is the responsibility of those employees to whom the responsibility has been delegated.

5.0 Compensation

In consideration of the services to be provided by the Contractor, HCPSS shall pay the Contractor in accordance with the pricing set forth within the Contractor's "Cost Proposal" response. The Contractor shall be paid only for goods and services that are specifically named in the Appendix A "Contractor's Price Proposal". The Board has approved contract spending authority in the amount not to exceed (\$798,915.67) \$(seven hundred ninety-eight thousand nine hundred fifteen dollars and sixty-seven cents), for full completion of all work, goods, and services as described in the Solicitation Documents. The Contractor understands and agrees that the NTE amount is not a guaranteed amount that HCPSS will spend on this Agreement. All fees and expenses invoiced pursuant to this Agreement shall not exceed the annual NTE and the term NTE for the duration of the Agreement. No additional costs for services will be paid by the Board without prior written consent of the Board.

Other than pricing, no additional terms and conditions within the Contractor's Proposal shall be accepted by the Board without prior written consent.

6.0 Term

The term of the contract shall commence from the day of the last signature on the contract after the Board of Education of Howard County's approval, and all terms and conditions shall remain in effect through September 25, 2027, subject to earlier termination as provided in this Agreement. HCPSS reserves the right, at its sole discretion, to exercise its option to renew this Agreement for **three years, one year at a time** upon written notice to the Contractor.

7.0 Billing and Payments

- 7.1 All invoices are to be submitted to:

Howard County Public School System
Rizwan Ahmed
10910 Clarksville Pike

Ellicott City, MD 21042

Or email: technologybusinessoffice@hcpss.org

7.2 To expedite payments you must follow these guidelines:

7.2.1 All invoices must contain a valid Howard County Public School System purchase order number and contract number.

7.2.2 Invoices shall be itemized and should fully describe the services provided.

7.2.3 After review and approval, the invoices shall be submitted to the Office of Accounting for payment.

8.0 Taxes

Materials which are incorporated into work under formal or informal contracts are not exempt from the Maryland State Sales or Use Tax. Contractor shall be responsible for paying such taxes when purchasing materials.

9.0 Contractor's Representations and Warranties

The Contractor hereby warrants and represents that the professional services provided under this Agreement shall be performed competently and with due diligence, care and skill, and in accordance with all applicable laws, codes, ordinances and regulations. Breach of this warranty constitutes a material breach of the Agreement. The Contractor further warrants that the services provided hereunder will conform to the requirements of this Agreement.

For goods, equipment, and materials provided, Contractor shall guarantee the materials and workmanship to be free from defects of all equipment, furniture and materials furnished by the Contractor, its subcontractors or suppliers.

HCPSS understands and acknowledges that the terms and conditions and representations warranties related to goods and services provided by Rubrik to Contractor and HCPSS are detailed at <https://www.rubrik.com/legal> and are hereby incorporated by reference into this Agreement.

The aforesaid warranties shall be in addition to any warranty implied by law and any standard warranty or guarantee of Contractor and shall not be exclusive.

10.0 Assignment

The Contractor shall not assign or transfer the Contractor's interest or obligation under this Agreement to any third party, without the prior written consent of the Board. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

11.0 Delegation of Duties

The Contractor shall not delegate the Contractor's duties under this Agreement without prior written consent of the Board.

12.0 Integration

This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

13.0 Fee Prohibition

The Contractor warrants and represents that he/she has not employed or engaged any person or entity to solicit or secure this Agreement in violation of applicable laws, and that he/she has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this Agreement in violation of applicable laws.

14.0 Nondiscrimination

The Contractor agrees that it shall not unlawfully discriminate on the basis of race, color, religion, age, ancestry or national origin, sex, sexual orientation, physical or mental disability, marital status or veteran's status with respect to employment opportunity or access to program pursuant to this Agreement.

15.0 Background Investigation

15.1 All Contractor's employees working on HCPSS property are required to be fingerprinted by the Maryland Criminal Justice Information System, or by an authorized private provider acceptable to HCPSS (HCPSS must give authorization in writing). The fingerprint-based background check must be **"for childcare."** The cost will be borne by the award Contractor and all records sent directly to HCPSS for final review and approval. HCPSS reserves the right to reject the Contractor's employees based on information received from said background investigations. In accordance with Md. Ed. Code Ann., § 6-113 (b), the contractor shall not knowingly assign any employee to work on school premises if the employee has been convicted of a crime identified in Md. Ed. Code Ann., § 6-113 (a).

15.2 Contractor's employees who have unsupervised, uncontrolled or direct access to children or who are assigned duties in a school where unsupervised contact with children is likely are required to have a complete fingerprint-based background check at HCPSS's direction, which could include fingerprinting conducted by its in-house fingerprint Contractor or at a site chosen by HCPSS. The cost will be borne by the award Contractor and all records will remain in the custody of HCPSS. In accordance with Md. Ed. Code Ann., § 6-113 (b), the contractor shall not knowingly assign any employee to work on school premises if the employee has been convicted of a crime identified in Md. Ed. Code Ann., § 6-113 (a).

16.0 Employment of Child Sex Offenders and Persons with Uncontrolled Access to Students

16.1 Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the *Annotated Code of Maryland* states, “[a] person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both.” If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the *Annotated Code of Maryland*, is employed by the Contractor, the Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any HCPSS property, including the project property. Violation of this provision may result in immediate Termination for Cause.

16.2 Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Contractor and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6- 113(a).

17.0 Political Contribution Disclosure

The Contractor shall comply with the provisions of the Election Law Article §§14-104 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$200,000 or more, shall file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election, as required by §14-104.

18.0 Retention of Records

The Contractor shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by HCPSS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of HCPSS or designed, at all reasonable times.

19.0 Compliance with Specifications

19.1 The Contractor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications as described.

19.2 Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.

- 19.3 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Contractor shall call the attention of the applicable HCPSS designee(s) to such conflict for a decision before proceeding with any work.
- 20.0 Liability for Loss of Data
In the event of loss of any data or record necessary for the performance of this Agreement where such loss is due to gross negligence of the Contractor, the Contractor shall be responsible, irrespective of the cost to the Contractor, for the re-creation of such lost data or records. HCPSS shall be the sole judge as to whether the lost records have been re- created accurately and completely.
- 21.0 Delays, Extensions of Time
- 21.1 The Contractor agrees to perform all services, in accordance with all the sections of this Agreement in a timely, continuous and diligent manner in order to comply with the time requirements set forth in this bid and/or the contract. The Contractor acknowledges and agrees that the only party that may grant a legally binding time extension or agree to a substitution of products, materials, equipment and/or supplies is HCPSS. Any and all time extensions and/or changes/substitutions of products, materials, equipment and/or supplies must be requested in writing by the Contractor before the extension and/or change takes place and approved in writing by HCPSS.
- 21.2 Delays by the Contractor causing the completion of Projects to extend past the Commencement Date will not change the Commencement Date for Performance guarantee purposes.
- 22.0 Liquidated Damages
In the event the Contractor fails to deliver the goods or services of the contract in accordance with the specifications, HCPSS reserve the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of HCPSS. All additional expenses incurred by HCPSS as a result of such purchases will be deducted from the money owed or monies which may become due to the Contractor.
- 23.0 Annulments and Reservations
- 23.1 HCPSS may conduct any necessary investigation to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to the HCPSS all such information and data requested. HCPSS reserves the right to reject any proposal if the evidence submitted by the Contractor or investigation of such Contractor fails to satisfy HCPSS that such Contractor is properly qualified to carry out the obligations of the Contract and to complete all stipulated requirements. Conditional proposals will not be accepted.
- 23.2 HCPSS reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon HCPSS work that is inferior to that required by the Contractor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of HCPSS to damages for the breach of any covenant of the contract by the Contractor.

23.2.1 Should the Contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond their control, including but not limited to Act of God, war, flood, governmental restrictions or the inability to obtain transportation, HCPSS reserve the right to purchase these in the open market, or to complete the required work and receive liquidated damages as specified in this document.

23.2.2 Should the Contractor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond their control, including but not limited to Act of God, war, flood, governmental action or the inability to obtain transportation, HCPSS reserve the right to withdraw these from the operation of this contract without incurring further liabilities.

23.3 HCPSS reserves the right to issue Blanket Purchase Orders to encumber, i.e. make available without obligating to spend, certain monies for Contractor's services. The Blanket Purchase Order dollar value does not in any way represent a guarantee of potential contracts, jobs, work assignments or monies during the course of the contract. The allocation of funds is at the discretion of HCPSS. Contractor shall accept a purchase order by issuing an invoice or delivering services, provided that Contractor reserves the right to reject any purchase order in its discretion.

24.0 Termination

24.1 Termination for Non-Appropriation of Funds: HCPSS may terminate this contract, in whole or in part due to insufficient funding with thirty (30) calendar days written notice to the Contractor. HCPSS shall pay for all of the purchases, if any incurred up to the date of the termination notice.

24.2 Termination for Default: When the Contractor has not performed or has in the sole opinion of the Board unsatisfactorily performed the contract, payment shall be withheld at the discretion of HCPSS and this Agreement may be terminated with ten (10) calendar days' written notice to the Contractor. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Contractor is not entitled to any costs incurred by Contractor up to the date of termination.

24.3 Termination for Convenience: HCPSS has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to the Contractor. HCPSS shall pay all reasonable costs incurred by the Contractor up to the date of termination. The Contractor shall not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. The Contractor agrees that the Contractor does not have a right to termination for convenience.

25.0 Independent Contractor

The Contractor shall be considered an independent Contractor and not an employee of the Board. The Contractor shall be responsible for the reporting and remittance of all state and federal taxes as an independent Contractor, including without limitation, FICA and state and federal unemployment taxes. As the Contractor shall not be deemed a Board employee, it is understood and acknowledged that the Contractor shall not be entitled to Board employee benefits, including but not limited to, retirement and health insurance, and the Contractor expressly disclaims any right or entitlement thereto. If the Contractor is an employer, it warrants that it has and will continue to carry at all times under this Agreement workmen's compensation meeting the minimum coverage requirements under Maryland law.

26.0 Insurance

The Contractor shall provide insurance in accordance with the Board's insurance requirements in the attached Appendix B.

27.0 Mutual Indemnification

The Contractor will, at its sole cost and expense, indemnify and hold the Board, its agents, employees, attorneys and representatives harmless from all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including, but not limited to attorney's fees) arising from Contractor's negligence or willful misconduct under the terms of this contract. This indemnity obligation shall survive termination or expiration of this Agreement.

28.0 Notices

Any notices required to be given under this Agreement shall be given, in writing, to the attention of the person identified below. Notice will be deemed to have been given when: it has been placed in the hands of the addressee, or it has been placed in the U.S. Mail, postage prepaid, certified and return receipt requested.

To the Board:
Director, Office of Purchasing
Robert Bruce
Howard County Public Schools System
10910 Clarksville Pike
Ellicott City, MD 21042

To the Contractor:
HCGI Hartford, Inc.
Carol Huff
Vice President of Operations
550 Sterrett Place, Suite 100
Columbia, MD 2104

29.0 Governing Law and Venue

This Agreement is subject to and will be construed and interpreted under the laws of the State of Maryland. All lawsuits arising out of this Agreement must be filed in the appropriate state court located in Howard County, Maryland.

30.0 Waiver of Jury Trial

The Contractor and Board hereby waive trial by jury in any action or proceeding to which the Board and/or the Contractor are parties arising out of or in any way pertaining to this agreement. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this agreement. This waiver is knowingly, willingly and voluntarily made by the Board and the Contractor and the Board and the Contractor hereby represent and warrant that no representations of fact or opinion have been made by an individual to induce this waiver of trial by jury or to in any way modify or nullify its effect. The Board and the Contractor further represent and warrant that they have been represented or have had the opportunity to be represented, in the signing of this agreement and in the making of this waiver by legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with counsel.

31.0 Confidential Information/Proprietary Rights

The term "confidential information" shall include all non-public documentation and information disclosed to the Contractor in the course of performance of duties hereunder with respect to the past, present, and future Board operations, business and services. The Contractor hereby agrees to maintain all such confidential information in trust and confidence and agrees not to disclose such information without HCPSS' consent to any person, firm, corporation, or entity during or after the term of this Agreement except to its employees and agents who have a need to know such confidential information and are subject to obligations of confidentiality substantially similar to those contained herein. Confidential information shall include individual HCPSS employee personal information that is prohibited from public disclosure.

32.0 Student Data Privacy

HCPSS, as a government entity, is required when entering into agreements with other parties to follow all applicable laws and regulations, including those related to data privacy and security; accessibility; and records retention. Accordingly, to the extent applicable to Contractor's performance or provision of services under this Contract, Contractor shall abide by HCPSS' Student Data Sharing Agreement as attached in Appendix C.

33.0 Drug, Tobacco, and Alcohol

All HCPSS properties are "drug, tobacco, and alcohol free zones" as designated by local and state laws. Neither the Contractor nor any of its employees (or subcontractors) are permitted to have any drugs, tobacco, or alcohol product on school property. Use or possession of such items on school properties will result in immediate termination of the contract. Upon termination of the contract, the Contractor will be paid for all services performed to date but will not be paid for any lost profit or anticipated profits due to termination of the contract. The Contractor will also be removed from all bids with HCPSS for a period of time not to exceed two years and HCPSS will provide an "unsatisfactory" reference when inquiries are made.

34.0 Conflict of Interest, Lobbying, and Ethics Review Panel

34.1 Conflict of Interest. The Contractor represents and warrants that there exists no actual or potential conflict of interest between the Contractor's performance

under this Agreement and the Contractor's engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the term of this Agreement, or any extension thereof, the Contractor shall immediately advise the Board thereof.

- 34.2 In accordance with §5-815 through §5-820 of the General Provisions Article of the *Annotated Code of Maryland*, the Board of Education of Howard County has promulgated Ethics Policies which cover conflict of interest, financial disclosure and lobbying. All Contractors are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.
- 34.3 All Contractors should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 2070) prohibiting Howard County Public School System employees from benefiting from business with the school system.
- 34.4 All Contractors are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 2070.

35.0 Multi-Agency Participation

- 35.1 HCPSS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/Contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.
- 35.2 Each participating jurisdiction or agency shall enter into its own contract with the Award Contractor(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Contractor. HCPSS does not assume any responsibility other than to obtain pricing for the specifications provided.

36.0 Non-hiring of Employees by Contractor or HCPSS

- 36.1 No employee of the HCPSS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall,

while so employed, become or be an employee of the party or parties hereby contracting with the HCPSS or any unit thereof.

36.2 No employee of the Contractor or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Contractor or any unit thereof.

37.0 Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion

37.1 Contractor certifies, by the signing of this contract, that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local government department or agency.

37.2 Where Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this contract as Exhibit B.

38.0 Severability

Should any part, term or provision of this Agreement be declared invalid, void, or unenforceable, all remaining parts, terms, and provisions here of shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby.

39.0 Software Platform Terms

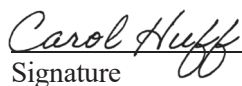
Contractor agrees to indemnify and save harmless HCPSS, its officers, agents, and employees with respect to any claim, action, cost, or judgment for patent infringement, or trademark, or copyright violation arising out of the purchase of materials, supplies, equipment, or services covered by this contract. Further, Contractor shall not share, exchange, or release HCPSS's data, except as necessary to Contractor's performance or provisions of services under this Contract, to any other party without the express written consent from the Superintendent or his/her designee of HCPSS.

Except as expressly stated herein, neither party transfers any intellectual property rights to the other party. As between the parties, Contractor owns all intellectual property rights in the Services, provided that Customer has the right to access and use the Services in accordance with the Agreement upon Contractor's acceptance of a Purchase Order. If HCPSS provides its logo, trademarks, or other intellectual property for purposes of branding the Services, HCPSS permits Contractor to use such materials provided by HCPSS for the purpose of providing the Services. As between the parties, HCPSS owns all personal data of Learners that, alone or in combination, is linked or is linkable to a specific Learner ("HCPSS Data"). HCPSS and Contractor shall process HCPSS Data in compliance with all privacy laws applicable to HCPSS Data, which may include, without limitation, the Children's Online Privacy Protection Act (COPPA) and the Family Educational Rights and Privacy Act (collectively, "Privacy Laws").

IN WITNESS WHEREOF, the parties have executed this Agreement on the last signature date set forth below.

Accepted by:

HCGI, Hartford, Inc.


Signature

Josie Larkin

Witness

Carol Huff, Vice President of Operations

Name/Title

1/6/2026

Date

BOARD OF EDUCATION OF HOWARD COUNTY


DocuSigned by:

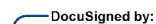
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Date

Chair

Board of Education of Howard County


DocuSigned by:


ROBERT BRUCE

1/14/2026

Director of Procurement and Materials Management
Howard County Public School System

APPROVED FOR LEGAL FORM AND SUFFICIENCY*


DocuSigned by:


OFFICE OF GENERAL COUNSEL

1/14/2026

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*Approval of Legal Form and Sufficiency Does not Convey Approval or
Disapproval Of the Substantive Nature of this Transaction.

Approval is Based Upon Typeset Document- All Modifications Require Re-Approval.