



Managed Service Provider
Request for Proposals (“RFP”)

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Exhibit A: RFP Response Form Questionnaire

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I. Request to Submit Qualifications

The Maryland Technology Development Corporation (“TEDCO”) is seeking services from a qualified managed information technology (IT) service provider (“Firm”) with expertise in complete IT managed solution services.

The goal of this RFP is to receive proposals from potential Firms, evaluate those submittals, and then select the Firm best suited to provide managed IT services. Firm will provide managed services and support annually commencing on October 22, 2021, with unilateral (1) year renewal options for three subsequent years.

All information included in this RFP is considered confidential and intended only for use by responders. No information included in this document, or in discussions related to TEDCO Managed Service Provider selection efforts, may be disclosed to another party or used for any other purpose without TEDCO’s express written or verbal consent.

Minority business enterprises, as defined in Section 14-301 (e) of the State Finance and Contracting Article of the Annotated Code of Maryland, are encouraged to respond to the RFP.

Enclosed, please find copies of:

- Exhibit A: RFP Response Form Questionnaire
- Exhibit B: TEDCO Procurement Contract Standard Terms and Conditions

II. TEDCO Overview

Mission

Enhance economic development by fostering an inclusive and entrepreneurial innovation ecosystem. Identify, invest in, and help grow technology companies in Maryland.

Vision

TEDCO will be the recognized national leader for supporting translational research, and technology- based, economic and entrepreneurial development while being the hub of Maryland’s innovation ecosystem.

TEDCO’s Background

TEDCO was created in 1998 by the Maryland State Legislature to facilitate the transfer and commercialization of technology from Maryland’s research universities and federal labs into the marketplace, and to assist in the creation and growth of technology-based businesses in the State. TEDCO is, among other things, a resource of mentoring, funding and networking for entrepreneurs and start-ups that need guidance as they bring innovative concepts to market. It is more than an early-stage funding resource, but also a hub of Maryland’s entrepreneurial network where start-ups find mentors, organizational assistance, facilities for daily operations, and a roadmap for success.

Nationally recognized as one of the most active seed/early-stage investors in the nation, TEDCO has a portfolio of more than 400 seed investments since 1998 through six funding and seven mentoring and education programs, with \$22 million awarded through TEDCO programs, and \$137 million allocated in research support. TEDCO's five core programs collectively resulted in \$1.6 billion in economic activity and 7,746 Maryland jobs as of 2018.

TEDCO manages multiple funds and programs, and administers two others. The investment funds include the Pre-Seed Builder Fund, Rural Business Innovation Initiative Pre-Seed Fund, Seed Fund, Gap Fund, Maryland Venture Fund, and Maryland Innovation Opportunity Fund. The Maryland Innovation Initiative Fund (MII) makes grants and investments to eligible research universities and university-affiliated start-up companies, and the Maryland Stem Cell Research Fund (MSCRF) makes grants to fund regenerative medicine research in Maryland. Both MII and MSCRF are administered by TEDCO but governed by separate governing bodies. TEDCO's other programs are governed by a 19-member Board of Directors appointed by the Governor. TEDCO is funded largely by the State through an annual allocation of approximately \$23 million, through returns from direct investments, and through other sources of funding including grants and sponsorships. TEDCO has an active and diverse team of 32 employees and subcontractors.

III. Scope of Services Required

TEDCO currently outsources the management of its IT infrastructure and applications to outside vendors. It is TEDCO's desire to consolidate this management under one Procurement Contract agreement with a qualified Firm to support the entire IT environment.

TEDCO is looking to conduct a full IT assessment and long-term strategy to develop a technology roadmap that provides the organization with enhanced infrastructure and security that meets or exceeds industry standards and improves the end-user experience. The Firm will provide virtual CIO strategic and planning skills and managed IT support in the following areas:

- Application Management
- Backup Management and Disaster Recovery
- Data Governance and Integrity Strategy and Planning
- Email Management, including spam, virus, and threat protection
- Information Architecture Strategy and Planning
- Infrastructure Support
- Maintained Network Documentation
- Network Management
- On-site and Remote Support (Help Desk)
- Security and Social Engineering
- Virtual CIO Technology Strategy and Planning

Currently, TEDCO generates an average 20 help desk tickets each month. Network configurations include 1 domain controller, 3 active servers, and 2 virtual and cloud-based systems.

TEDCO operates at 7021 Columbia Gateway Drive, Suite 200, Columbia, MD 21046. TEDCO has approximately 35 user accounts, utilizing 21 desktop machines, 35 laptops, and 5 copiers/printers. TEDCO employs approximately 28 people throughout Maryland, D.C., and Virginia. Most employees work remotely during COVID-19, with varying levels of technical infrastructure at each location. Staff utilizes desktop workstations and laptops as teams work remotely, in the office, or in various locations around Maryland. Each machine and user vary in-network services, as some devices are shared between multiple users, some are dedicated, and some do not access any machines. Consistent, reliable, and secure access for all staff at any location is critical to the scope of this work.

Current Technical Environment:

General

- 1 Location
- 3 Domain Names (Tedco.md, Marylandtedco.org, and MSCRF.org)

Core Hardware

- Servers
 - 1 Physical Host Server
 - 1 Domain Controller
 - 1 File Server
 - 1 SQL Server (no longer in production)
 - 1 Voicemail Server
- Switch
- Router
- SANs
- Wireless Devices: 2 Datto Open Mesh AP60 Access Point

Software Systems

- Office 365
 - 18 Enterprise License Package
 - 45 Microsoft 365 Business Standard
 - 5 Audio Conferencing
 - 7 Microsoft Power Automate Free
 - 2 Power BI Free
- Adobe, DocuSign, Beadworks, Gatekeeper, BambooHR
- TEDCO VPN

Connectivity

- Internet Service Provider – Windstream and Verizon
- Office Wireless – 2 networks, 2 Access Points

Remote Access/VPN

- Salesforce
- BambooHR
- Oracle NetSuite
- TEDCO VPN

Backups, Antivirus and Remote Support

- Backed up with NLT ShadowProtect – Around 1TB

Workstations and other Devices

- Laptops, different models
- Monitors, different models
- Printers, different models

TEDCO has requirements for the following services:

Help Desk Support - The Firm should offer superior 24x7x365 Help Desk support from Tier One to Tier Three services utilizing industry best practice processes and procedures. The Firm should identify service level agreements or objectives and report back on a regular basis to TEDCO on their ability to meet these agreements or objectives.

Service Desk Tier 1

- The Firm will manage ticketing system and leverage system in place as part of the transition. The Firm should be prepared to handle on average thirty help-desk tickets per month. The number of tickets may increase during software upgrades or deployments of other tools. The Firm should provide surge support during deployments.
- The Firm should follow ITIL best practices and IT Service Management (ITSM) for successful resolution process from the initial contact with the User to resolution of the Incident, Problem or Service Request.
 - Create tickets based on phone, email, or portal requests
 - Escalation
 - Report disruptions

End-user Services Tier 2

- End-User Support services provision and enable end user devices (e.g., laptop, mobile phone, peripherals) for staff use. The consultant shall handle hardware repair/replacement issues with hardware vendors, if applicable. The consultant will also be responsible for management of cloud environment, active directory, shared storage etc.
- Install, set up laptops
- Connect machines to active directory, maintain active user list
- Maintain inventory of network and devices
- Coordinate on-site repair when needed
- Assistance with mobile device management (MDM)
- Provide access to peripherals ensure security levels are met

Infrastructure Operations Tier 3

- Maintenance of infrastructure services including monitoring, regular maintenance, backup/recovery, and escalated ticket resolution for Infrastructure Service Areas (i.e., application support (licenses), identity management, endpoint protection, firewall, remote access, etc.)
- Virus protection, provide email filters
- Support telephone system/solution

Virtual CIO Strategy and Planning – The Firm will assist TEDCO staff to develop long-term strategic technology, data governance, and information architecture plans. The strategies will take advantage of new and existing technologies and methodologies to produce a pragmatic and practical future roadmap that enables TEDCO to fulfill its overall mission.

Server & Network System Monitoring – The Firm must provide 24x7x365 monitoring of TEDCO's physical and cloud-based servers & network systems with proactive communication and escalation protocols based on the severity of any unscheduled outages.

Patch Management Services & Preventative Maintenance – The Firm must provide management of critical security and system patches to all servers and end-user systems on our network to ensure TEDCO's IT systems and resources are properly managed and maintained.

Business Continuity and Disaster Recovery – The Firm must be able to support TEDCO's ability to recover based on the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) agreed upon by TEDCO's management. In addition, backup and redundancy should be used to support this need.

Remote Backup – The Firm must execute a nightly backup plan for the critical servers and cloud-based data, including a regularly-tested recovery process.

Email System Management - TEDCO requires the management and administration of TEDCO's email system for all users.

Antivirus, AntiSpam & Antispyware Protection – TEDCO is looking for hardware and software solutions to defend against security threats including phishing, malware, spam, and viruses. Firm will have expertise in offering threat protection strategies and solutions.

On-Site Support – When needed, the Firm should have the ability to deploy onsite resources to assist in issues which cannot be resolved through remote access to in-house systems.

Networking Support - TEDCO requires proactive management and monitoring of our switches, firewalls, routers and Wi-Fi systems, and other networking equipment as identified by TEDCO.

Security Systems Monitoring – Firm must provide proactive monitoring and management of TEDCO's security systems, including firewalls, intrusion prevention, secure remote access, and any implementations of advanced security solutions TEDCO may utilize.

Vendor Management – The Firm should be able to manage other vendors which may be contracted by TEDCO and serve as the key point of contact, unless escalated.

Warranty and Asset Inventory Management – TEDCO expects the Firm to maintain a hardware and asset inventory that includes Desktops, Laptops, Servers, Printers/Scanners and notify TEDCO of any potential service or warranty issues. The Firm must also assist with managing the lifecycle of TEDCO's devices and maintain an equipment inventory to ensure our systems are always current.

Software Licensing Control – Oversight of automatic renewal of software applications and maintenance of appropriate documentation.

Procurement Management – The Firm must assist with the selection of commercially rated equipment, order placement, order tracking, shipping, equipment returns, and sourcing and ordering of replacement parts.

Computer Deployment – Delivery and setup of machines on-site.

Desktop and Laptop Support - Firm must include ability to support existing and future desktop and laptop hardware. This includes maintenance and repair, replacement for failed equipment, and the acquisition and provisioning for new equipment as needed.

Printers, Copiers and Scanners -The Firm must be able to support existing printers, copiers and scanner related network-printing issues.

Desktop Software Standardization and Software Licensing and Upgrades – Firm must have a process for identifying standardization and management of desktop images and ensuring that staff are using current products as well as current OS and browser versions.

Lifecycle Management of Hardware – The Firm should have processes for end-of-life notification, replacement, and asset decommissioning/disposal.

Mobile Device Support - In addition to laptops and desktops, TEDCO staff use mobile phones and tablets. The Firm will need to support secure provisioning (and ongoing support of that provisioning) of any mobile device into the company network. In the event the device is lost, the corporate mail and contact data should be able to be easily wiped from the device while preserving individual's personal information. A Mobile Device Management strategy / system recommendation should be considered and included in response to this RFP.

Reporting – The Firm should provide relevant reporting not only based on their performance from a help desk perspective but also regarding system health, uptime, and assist in keeping an accurate hardware inventory to inform ongoing planning of maintenance, warranties, and refresh schedules.

Account Management – The Firm must offer an internal escalation process in tandem with TEDCO to ensure the ability to have multiple points of contact available if needed depending on the items or issue encountered.

Project Management – The Firm should be able to offer project management and technical engineering resources to assist with technical projects as identified by the Firm or TEDCO.

Solution Design – The Firm must provide solution packages (e.g., hardware, software, licensing) and associated consolidation of data.

IT Policy Review and Development – The Firm should be able to assist in the development of customized policies related to the use of technology.

Hosting - The Firm should offer services relative to hosting or co-location of equipment, either directly or through partners.

Onboarding and Offboarding Staff - The Firm must have process and procedure in place to onboard or offboard team members in a timely and efficient manner.

Compliance – The Firm should support rules and regulations as provided by relevant governing organizations as identified by regulatory or grant based requirements.

Scalability – The Firm must be able to offer a model where scaling up or down from a systems and cost perspective is simple and nimble.

Multi-Factor Authentication (MFA) – Firm must be able to provide and manage a Multi-Factor Authentication (MFA) solution to provide an easy-to-use method to verify user identities at login and to protect logins with multi-factor authentication.

End-User Security Awareness Training – The Firm should offer Security Awareness Training to teach TEDCO staff and employees about current threats, terms, standards, and compliance to help them avoid a security incident.

Vulnerability Testing - The Firm should offer vulnerability tests, both internally and externally, to determine what flaws and potential threats exist from the outside, or perimeter, of TEDCO business network.

Managed SOC-as-a-Service - The Firm should offer Managed SOC-as-a-Service to monitor TEDCO environment and ensure proactive detection and response to threats, intrusions and attacks.

IV. Submittal Requirements

Proposals must include the following items:

- A cover letter setting forth the experience of the Firm, describing work performed in similar projects, key personnel qualifications and relevant experience.
- Professional biographies and/or resumes of qualified professionals who will be providing support on behalf of the Firm.
- Provide a list of references, with names and contact information, organizations or businesses for whom the Firm has performed similar work.
- Describe your approach to provide installation, configuration management, patching, monitoring, and ongoing maintenance for network devices, endpoints, and other devices.
- Detail the process of providing services, as outlined in Section III - Scope of Services Required, including onsite support and remote support. Define standard services hours during regular business hours, weekends, and holidays. Any applicable Service Level Agreement (SLA) for response time options should be included.
- Provide responses to the questions in Exhibit A: RFP Response Form Questionnaire.
- Describe any software utilized for routine patching and updates, as well as software for communication and remote support, such as helpdesk ticketing system.
- A clear fee schedule that outlines all monthly service delivery costs as well as any proposed one-time software or start-up costs. The fee schedule should include a breakdown of pricing structure (per user, per hour, etc.) and any additional billing rates, hourly costs, and additional expense for each individual or service. Provide any other fee information applicable to the proposal that has not been covered. Outline all provisions, termination clauses, and/or penalties for closing or changing number of services as needed.
- Describe any additional service items, and cost, that may be of interest to TEDCO.

V. General Requirements and Deadline

Please direct questions in writing, no later than October 15, 2021, to Terry Rauh, Chief Operating Officer, at the email address given below for proposal submission.

Written answers to Firms' questions will be provided via email from September 17, 2021 until October 15, 2021. Teleconferences may be scheduled after the RFP posting date but no later than October 13, 2021. Conferences will be assigned as determined by the availability of TEDCO Staff.

In order to be considered for selection, Firms responding to this RFP ("Respondents") must submit a complete response, including all RFP Submittal Requirements, by **5:00 p.m. on October 18, 2021**. One (1) digital file of each complete proposal must be submitted to TEDCO's Chief Operating Officer at the following email address:

Subject: TEDCO Managed Service Provider Proposal
Attn: Terry Rauh, Chief Operating Officer
Email: trauh@tedco.md

If a response is submitted by a corporation, joint venture, etc., the Proposal shall be signed by an officer authorized to do so. If made by an individual, that individual shall sign it. One or more of the partners shall sign if the Respondent is a general partnership, or by the managing partner or general partner if a limited partnership. If submitted by a limited liability company, the submittal shall be signed by a managing member.

TEDCO reserves the right to require the submission of additional information regarding experience and qualifications as it may deem necessary, and may consider any available evidence on the financial, technical, or other qualifications and abilities of the Firm.

TEDCO reserves the right to reject all Proposals, reduce the scope of work, or abandon all or part of this RFP prior to award of any contracts. Proposals may be rejected for any or no reason.

TEDCO reserves the right to waive any and all irregularities and informalities in the submission of RFP Submittal Requirements, and to request clarification of qualifications prior to qualifying a Firm.

The selected Firm must provide evidence of valid business registration and of good standing to conduct business in the State of Maryland.

VI. Firm Selection Process

TEDCO will evaluate the responses based on multiple criteria and will select the best overall solution to fit its needs. TEDCO is not obligated to select the lowest price bidder. All responses will be evaluated in the following areas:

- Quality of response to RFP Submittal Requirements
- Demonstrated ability and qualifications to service and support
- Previous relevant experience
- Account management
- Reporting capabilities
- Proposed fees for services

The Procurement Contract will be based upon TEDCO's Procurement Contract, which is attached hereto as Exhibit B.

VII. Respondent's Conditions, Representations and Authorizations

By submitting its proposal, each Firm understands, represents and acknowledges that:

- A Respondent and his/her authorized representative may withdraw or modify his/her proposal by written notice received prior to the exact hour and date specified for proposal receipt.
- All of Respondent's information and representations in the proposal are material and important, and TEDCO may rely upon the contents of the proposal in negotiations, contractual obligations, and awarding the contract(s). Respondent agrees that the proposal will remain firm for a period of one hundred twenty (120) calendar days after the date specified for receipt of proposal or until TEDCO Procurement Contract agreement is fully executed, whichever is later.
- Respondents are expected to fully inform themselves of all conditions, requirements and specifications before submitting a proposal. After the proposal submission deadline, a Respondent may not change its proposal or obtain relief in case of errors or omissions in the submitted proposal.
- TEDCO may waive minor informalities or errors in proposals if it determines that the error does not undermine the overall integrity of the proposal.

VIII. Term and Termination

The term of the Procurement Contract shall be for a period of one (1) year from when it is formally entered into by the parties. Subject to the annual review and the satisfactory negotiation of terms (including a price acceptable to both TEDCO and the selected Firm), the contract may be renewed annually without seeking other proposals for a period of three (3) renewals at one (1) year each.

TEDCO may, at any time, terminate the Procurement Contract in whole or in part for TEDCO's convenience and without cause if it determines in its sole discretion that termination is in the public interest. Upon receipt of an order of termination for convenience, the Firm shall not proceed with any item or work, unless specifically authorized to do so in writing. In such a case, unless mutually agreed to by the parties, the Firm will not be entitled to payment for any services provided after the effective date of such termination.

If there are any questions regarding the Request for Proposals, please contact Terry Rauh by email at trauh@tedco.md

IX. Key Dates

The following table outlines TEDCO's key dates and events in the RFP process.

Task	Completion Date
RFP Distributed to MSPs	September 17, 2021
Written answers to Firms' questions provided via email	September 17, 2021 to October 15, 2021
Responses Due from MSPs	October 18, 2021
Response Analysis / Finalists Selection	October 20, 2021
MSP Selection / Award Contract	October 22, 2021
MSP "Go-Live" Transition	October 22, 2021 through October 31, 2021

Exhibit A: RFP Response Form Questionnaire

1.0 Company Profile		
1.1	Company Name	
1.2	Company Address	
1.3	Contact Information (Party responsible for responding to this RFP)	
1.4	Company Webpage	
1.5	Main Products / Services	
1.6	Main Market / Customers	
1.7	Number of years in the Market	
1.8	When did you first start providing similar solutions?	
1.9	Company location(s)	
1.10	Number of Employees	
1.11	Number of Employees in Account Management	
1.12	Number of Employees in Technical Support	
1.13	Key Business Partnerships	

2.0 Financial Information		
2.1	Previous year gross revenue	
2.2	Previous year net income	
2.3	Return on investment	

3.0 General		
3.1	Q. What are the general types of organizations your clients represent?	
	A.	
3.2	Q. Why do you believe that you are a good fit with our organization?	
	A.	
3.3	Q. Describe your onboarding/implementation process and approach if you were selected?	

	A.
3.4	Q. How do you typically work with IT Management at clients who have staff members? A.
3.5	Q. What do you feel your overall strengths and differentiators are? A.
3.6	Q. Do you serve clients with 24 X 7 X 365 requirements? A.
3.7	Q. What services do you offer besides the core services of a Managed Service Provider? A.
3.8	Q. What type of training do you offer either during onboarding or ongoing? A.
3.9	Q. What do you feel are your biggest hurdles to a successful MSP relationship? A.
3.10	Q. What training resources are available for team members? A.
3.11	Q. What type of general expertise can you provide in key technology areas? A.
3.12	Q. What differentiates your organization from your competitors in the marketplace? A.

4.0 Processes	
4.1	Q. Do you use in-house or contracted resources for services? A.
4.2	Q. Describe your process for migrating TEDCO to your organization? A.
4.3	Q. What TEDCO resources would you require (i.e., information, data, staff resources, communication) during initial migration and on an ongoing basis? A.
4.4	Q. Outline the methods by which clients can access you (i.e. online, by phone, etc.). A.

4.5	Q. Describe the escalation and account management process. A.
4.6	Q. Where is/are your support center(s) located? A.
4.7	Q. How involved is your team with creating project plans/testing during technical projects? A.
4.8	Q. Do you follow ITIL or other processes aligned with industry standard practices? A.
4.9	Q. Do you participate in drills or tests i.e. DR, IRP, etc.? A.
4.10	Q. How do you notify users of maintenance windows or system outages? A.
4.11	Q. What types of diagrams would you typically create/maintain? A.
4.12	Q. Do you offer knowledge bases for common issues and how are they utilized? A.
4.13	Q. What is your willingness or ability to support the security systems, phone systems, audio/visual systems? A.
4.14	Q. How often do you conduct DR testing? A.

5.0 Technology	
5.1	Q. What types of monitoring agents would you use for end user devices? A.
5.2	Q. What is the back-end help desk system you use? A.
5.3	Q. Do you offer managed firewalls or other managed technology? A.
5.4	Q. Do you offer MDM or other mobile management technology? A.

5.5	Q. Do you offer a SIEM or other security-based technology? A.
5.6	Q. Do you have tools to provide system uptime metrics? A.
5.7	Q. What tools do you use for network monitoring? A.
5.8	Q. What tools do you use for system monitoring or general health level of end user devices? A.
5.9	Q. Do you offer or partner for laptop encryption? A.
5.10	Q. If hosting/co-location is an option please describe details of option i.e. services, vendor partners, etc. A.

6.0 Support	
6.1	Q. Describe fully your technical support options including the assistance request process, escalation process, support hours, response times, staffing levels, staff expertise, and physical location of the help desk. A.
6.2	Q. Please provide details on your standard reporting capabilities. A.
6.3	Q. Describe any documentation and support (e.g., user manuals, online help, interactive demos, web-based seminars, and online knowledge base) that will be available, both from the technical perspective and the end user perspective. A.
6.4	Q. What options are available for user training and technical training that may be required by staff? A.
6.5	Q. Describe any user groups, websites, newsletters, conferences, or any other means you support for sharing information and soliciting service feedback. A.
6.6	Q. How do you monitor customer satisfaction and quality assurance on an ongoing basis and how might we benefit from this process? A.

6.7	Q. The TEDCO user base varies considerably in its level of technical sophistication. Please describe your experience in successfully supporting users that may be remote and possess limited technical skills.
	A.

7.0 Pricing & Contracts

7.1	Please attach cost estimates and worksheets to support these estimates if applicable. Itemize non-recurring and recurring costs. Recurring costs should be quoted as per user per month costs. Other pricing models may be provided as an option.
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7.2	Please attach a Master Services Agreement or other legal documents beyond a proposal which accompany your proposal.
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8.0 References

8.1	Please provide at least three references for customers with similar operations to the proposed solution. Include contact names, phone numbers, email addresses and industry.
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Please provide any other information you feel should be considered in our evaluation.

Exhibit B: TEDCO Procurement Contract Standard Terms and Conditions

**PROCUREMENT CONTRACT AGREEMENT
BETWEEN
MARYLAND TECHNOLOGY DEVELOPMENT CORPORATION
AND**

THIS AGREEMENT (the "Agreement" or "Contract"), is made as of the ____ day of _____, 20__, by and between [the **MARYLAND STEM CELL RESEARCH COMMISSION, acting by and through**] the **MARYLAND TECHNOLOGY DEVELOPMENT CORPORATION** ("TEDCO"), a body politic and corporate and a public instrumentality of the State of Maryland, and:

_____ ("Contractor")

TEDCO and Contractor do mutually agree as follows:

1. Services to be Provided.

(a) TEDCO shall purchase Contractor's services, and Contractor shall _____, in accordance with Contractor's Proposal dated _____, 20__ ("the Proposal"), attached as Exhibit A and incorporated herein, to the extent that the Proposal is consistent with this Agreement.

(b) TEDCO retains the unilateral right to require changes in the services to be rendered, so long as the changes are within the general scope of work to be performed hereunder.

2. Term of Agreement. Performance under this Agreement commences on _____, 20__, and continues until agreed upon services are completed, but in any case no later than _____, 20__.

3. Compensation and Method of Payment.

(a) Compensation. TEDCO shall compensate Contractor for services satisfactorily performed at the rates set forth in Exhibit A. The total cost to TEDCO for the services to be provided by Contractor under this Agreement may not exceed _____ Dollars (\$_____).

(b) Method of Payment. TEDCO shall pay Contractor no later than thirty days after TEDCO receives a proper invoice from Contractor, which invoices shall be tendered at monthly intervals. Charges for late payment of invoices, other

than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.

4. Contract Officer. TEDCO designates _____ to serve as Contract Officer for this Agreement. All contact between TEDCO and Contractor regarding all matters relative to this Agreement shall be coordinated through the Contract Officer.

5. Responsibility of Contractor. Contractor shall perform the services with that standard of care, skill, and diligence normally provided in the performance of similar services.

6. Disputes. This Agreement shall be deemed subject to Title 15, Subtitle 2 (Dispute Resolution), State Finance and Procurement Article, Maryland Code and to COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, Contractor must proceed diligently with the performance of the Agreement in accordance with the Contract Officer's decision. Unless a lesser period is provided by law, Contractor must file a written notice of claim with the Contract Officer within thirty days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty days of the filing of a notice of claim, but no later than the date of final payment under the Agreement, Contractor must submit to the Contract Officer its written claim containing the information specified in COMAR 21.10.04.02.

7. Termination for Convenience. TEDCO may terminate the performance of work under this Agreement in whole, or, from time to time, in part, whenever TEDCO determines that such termination is in the best interest of TEDCO. TEDCO shall pay all reasonable costs associated with this Agreement that Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. TEDCO may not reimburse Contractor for any anticipatory profits that have not been earned up to the date of termination.

8. Termination for Default. If Contractor fails to fulfill its obligations under this Agreement properly and on time, or otherwise violates any provision of the Agreement, TEDCO may terminate the Agreement by written notice to Contractor. The notice must specify the acts or omissions relied on as cause for termination. All finished or unfinished supplies and services provided by Contractor shall, at TEDCO's option, become TEDCO's property. TEDCO shall pay Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages caused by Contractor are more than the compensation payable to the Contractor hereunder, Contractor remains liable after termination and TEDCO may affirmatively collect such damages.

9. Set-Off, Etc. TEDCO may deduct from and set off against any amounts due and payable to Contractor any back-charges, penalties, or damages sustained by TEDCO, by virtue of any breach of this Agreement by Contractor. Nothing herein shall be construed to relieve Contractor of any liability for additional costs resulting from a failure to satisfactorily perform the services. Upon receipt and acceptance of the final payment due under the Contract in accordance with its original terms or with an early termination by TEDCO, the Contractor waives any and all rights or claims arising under the Contract, unless otherwise agreed in writing by TEDCO.

10. Contingent Upon Appropriations. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any period of this Agreement, this Agreement must be canceled automatically as of the beginning of the period for which funds were not appropriated or otherwise made available. Cancellation does not affect either TEDCO's rights or Contractor's rights under any termination clause in this Agreement. The effect of cancellation of the Agreement hereunder will be to discharge both Contractor and TEDCO from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. TEDCO shall reimburse Contractor for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Agreement. TEDCO shall notify Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement.

11. Dissemination of Information. (a) Contractor shall not release any information related to the services or performance of the services under this Agreement, nor publish any final reports or documents, without the prior written approval of TEDCO, or unless such release is otherwise required by law or reasonably necessary to be disclosed in judicial proceedings.

(b) Contractor agrees: (i) to keep all information Contractor may acquire during the performance of this Agreement about TEDCO or any entity applying to TEDCO for financial or other assistance ("Information") in strict confidence; (ii) not to use, disclose, divulge or reveal the Information or any part of it to any person without TEDCO's prior written consent; and (iii) not to disclose, other than to TEDCO or its designee, any analysis or conclusions made by Contractor about any such Information without TEDCO's prior written consent.

(c) Notwithstanding the foregoing, Contractor shall not be obligated to maintain in confidence any Information: (i) which was already known to Contractor; or (ii) which is or comes into the public domain through no fault of Contractor; or (iii) which is independently developed by Contractor; or (iv) which comes to Contractor from a third party who is not in violation of any obligation of confidentiality to TEDCO or, if applicable, to the entity applying to TEDCO for financial or other assistance.

12. Ownership of Documents, Equipment, and Materials. (a) Ownership.

Contractor agrees and shall ensure that all documents, equipment, and materials including but not limited to reports, drawings, studies, specifications, estimates, maps, software, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for, or purchased by or for, Contractor in connection with the performance of this Contract shall at any time during the term of the Contract be available to TEDCO and shall become and remain the exclusive property of TEDCO upon termination or completion of the services. TEDCO shall have the right to use same without restriction and without compensation to Contractor or others other than that provided in this Contract. TEDCO shall be the owner for purposes of copyright, patent or trademark registration, and Contractor hereby transfers to TEDCO any rights it may have in the work produced pursuant to this Contract. Contractor agrees that at all times during the term of this Contract and thereafter, the works created and services performed shall be "works made for hire" as that term is interpreted under copyright law. To the extent that any products created under this Contract are not TEDCO works for hire, Contractor hereby transfers and assigns to TEDCO all of its rights, title and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with TEDCO in effectuating and registering any necessary assignments. (b) Third party; Indemnification. If Contractor obtains or uses for purposes of this Contract any design, device, material, process, or work covered by patent, copyright, or trademark, Contractor shall ensure TEDCO that it is licensed to possess and to use such design, device, material, process, or work. Contractor shall indemnify TEDCO, its officials, agents and employees with respect to any claim, action, cost or judgment for patent, trademark or copyright infringement by Contractor arising out of the possession or use of any design, device, material, process, supplies, equipment, services or other work covered by this Contract.

13. Retention of Records. Contractor shall retain and maintain all records and documents relating to this Agreement for three years after final payment by TEDCO hereunder or any applicable statute of limitations, whichever is longer. Contractor shall make such records and documents available for inspection and audit by authorized representatives of TEDCO, including the Contract Officer or designees, at all reasonable times.

14. Responsibility for Claims and Liability. TEDCO is not liable in any action of tort, contract, or otherwise for any actions of Contractor arising out of this Agreement. Contractor shall be responsible for all damage to life and property due to its activities or those of its agents or employees. Contractor shall indemnify and absolve TEDCO, the State, their officials, agents, and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every name and description, including reasonable attorney's fees, arising out of or resulting from the goods provided or Contractor's performance of services under this Agreement.

15. Compliance with Laws. Contractor hereby represents and warrants that:

(a) It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;

(b) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement;

(c) It shall comply with all federal, State, and local laws applicable to its activities and obligations under this Agreement; and

(d) It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

[(e) Contractor hereby further represents and warrants that:

(i) It is not currently, and will not during the term of this Contract become, listed on the government-wide exclusions in the System for Award Management (SAM);

(ii) It will include a provision requiring such compliance in any lower tier subcontract; and

(iii) Should it, or any lower-tier subcontractor, become listed on the government-wide exclusions in SAM during the term of this Contract, it will immediately so notify TEDCO in writing.]

Commented [IS1]: INSERT for use in federally-funded contracts.

16. Non-Discrimination in Employment. Contractor shall operate under this Agreement so that no person, otherwise qualified, is denied employment or other benefits on the basis of: (a) race, color, creed, national origin, or marital status; (b) sex or age, except when sex or age constitutes a bona fide occupational qualification; or (c) the physical or mental disability of a qualified individual with a disability. Except in subcontracts for standard commercial supplies or raw materials, Contractor shall include a clause similar to this clause in all subcontracts. Contractor shall provide actual notice of the foregoing to employees and applicants for employment.

17. Subcontracting; Assignment. Contractor may not, during the term of this Agreement or any renewals or extensions of the Agreement, assign any of its rights hereunder nor delegate or subcontract all or any part of its duties hereunder without the prior written approval of the Contract Officer. Any approved subcontract or assignment is subject to all terms and conditions that TEDCO deems necessary. TEDCO is not responsible for Contractor's obligations to its subcontractors.

18. Contract Modification. Except as provided in section 1(b) above, this Agreement may be amended only as TEDCO and Contractor mutually agree in writing. Except for the specific provision of the Agreement which is amended, the Agreement remains in full force and effect after such amendment and is subject to the same laws, obligations, conditions, provisions, rules, and regulations, as it was before the amendment.

19. Maryland Law. This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

20. Entire Agreement. This Agreement, together with any Exhibits incorporated by reference, represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution.

[Remainder of page intentionally left blank- signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement on or before the date first set forth herein.

WITNESS/ATTEST:

CONTRACTOR:

By: _____
Name Typed

Title

WITNESS:

TEDCO:

By: _____
Troy A. LeMaile-Stovall, Executive Director
& Chief Executive Officer

Approved for form and legal sufficiency:

Ira Schwartz, Esq., TEDCO Gen'l. Counsel
Office of the Attorney General

Attachment: Exhibit A: Contractor's Proposal