



Study to Develop a Statewide Strategic Plan for  
Cybersecurity Workforce Development – Request for  
Proposals (“RFP”)

08/15/2023

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## I. Request to Submit Proposals

Maryland Technology Development Corporation (“TEDCO”) is seeking proposals (each a “Proposal”) in response to this RFP for a study to develop a Statewide strategic plan for cybersecurity workforce development. The selected qualified firm under this RFP (the “Firm”) shall collect data, perform analyses, and generate a Needs Assessment and Strategic Asset Evaluation (the “Cybersecurity Workforce Report”) as detailed in this RFP. TEDCO and the Cyber Maryland Board (as defined in *Section II, TEDCO Overview – The Cyber Maryland Program*) intend to use the Needs Assessment and Strategic Asset Evaluation to develop of a Statewide Strategic Plan for Cybersecurity Workforce Development that materially reduces cybersecurity workforce vacancies by July 1, 2026 (the “Cyber Maryland Strategic Plan”).

In order to develop the Cybersecurity Workforce Report, the Firm will work in collaboration with TEDCO, the Cyber Security Association of Maryland Inc., the Cyber Security Talent Advisory Board, Maryland Department of Labor, and other industry stakeholders to develop the Cybersecurity Workforce Report. The requirements of the Cybersecurity Workforce Report are included in this RFP under “*Scope of Services Required*”.

The deadline for submission of Proposals **5:00 p.m. EDT on September 29, 2023** (the “Proposal Deadline”). Additional information regarding this deadline and the submission of Proposals is included under *Section V, General Requirements and Deadline*, of this Proposal.

Pursuant to a contract to be executed between the Firm and TEDCO following the evaluation of Proposals (the “Contract”) from Respondents (as defined below) and selection of a Respondent to perform the Services (as defined under *Section 3, Scope of Services Required*” of this RFP) and based on the timeline for this RFP (*Section IX, Key Dates* of this RFP), it is currently anticipated that the Firm shall deliver its preliminary findings for the Cybersecurity Workforce Report to TEDCO by December 12, 2023, and that Cybersecurity Workforce Report shall be due to TEDCO no later than March 1, 2024.

TEDCO is subject to the Maryland Public Information Act, Annotated Code of Maryland (“Maryland Code”), General Provisions Article, §§ 4-101 to 4-601. Firms submitting Proposals in response to this RFP (“Respondents”) are advised to clearly identify any portions of its proposal that it considers confidential and/or proprietary commercial information or trade secrets and provide justification why such materials should not be disclosed by TEDCO upon receipt of a PIA request. A Respondent should indicate in its request for confidentiality in its cover letter to the RFP, identifying such confidential portions for which it is requesting confidentiality by page and section number in its proposal. The entire proposal cannot be given a blanket confidentiality designation. Respondents are further advised that upon request for this information from a third party, TEDCO is required to make an independent determination whether the information must be disclosed.

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

The following exhibits are attached to this RFP:

- Exhibit A: Study Requirements – Detailed Description
- Exhibit B: TEDCO Procurement Contract Standard Terms and Conditions

## II. TEDCO Overview

### Mission

TEDCO's mission is to enhance economic development by fostering an inclusive and entrepreneurial innovation ecosystem and to identify, invest in, and help grow technology companies in Maryland.

### Vision

TEDCO's vision is to 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 is a technology-based economic development organization. It was created in 1998 by the Maryland General Assembly 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. Over the past 23 years, TEDCO has evolved into an organization with three major areas of focus: technology advancement, investments, and entrepreneurial and ecosystem support. TEDCO is, among other things, a resource for 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; it is 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 several funding, mentoring, and education programs. TEDCO's five largest funding programs collectively resulted in \$2.3 billion in economic activity and 10,400 Maryland jobs as of 2021.

TEDCO directly manages multiple funds and programs and indirectly administers two others. The investment funds include the Pre-Seed Builder Fund, Social Impact Fund, Rural Pre-Seed Fund, Seed Fund, Gap Fund, Maryland Venture Fund, Maryland Innovation Opportunity Fund and the new Maryland Equity Investment Fund and Maryland Equitech Growth 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 stem cell and regenerative medicine research in Maryland. Both MII and MSCRF are administered by TEDCO but governed by separate boards. TEDCO and its other programs are governed by a 19-member Board of Directors appointed by the Governor, the Senate President, and the Speaker of the House. TEDCO is funded largely by the State through an annual allocation through returns from direct investments, and through other sources of funding including grants and sponsorships. TEDCO has an active and diverse team of about 32 employees and subcontractors.

More information about TEDCO can be found at [www.tedcomd.com](http://www.tedcomd.com).

### The Cyber Maryland Program

In response to an estimate that Maryland currently has over 20,000 unfilled cybersecurity positions (September 2020 Fort Meade Alliance study, “Acquiring CS/IT Talent in the Fort Meade Region), during the 2023 legislative session, the Maryland General Assembly created the Cyber Maryland Program administered by TEDCO. Pursuant to §10-496 of the Economic Development Article of the Maryland Code (the “Cyber Maryland Enabling Legislation”), the purposes of the Program are to (1) create a talent pipeline that materially reduces workforce vacancies by July 1, 2026; (2) serve as a one-stop shop for employers seeking to leverage cyber workforce development programs offered by the State and its partners; (3) inform cybersecurity training and education programs operated by public or private entities with industry-driven needs; (4) build the most advanced local and State information technology (IT) workforce in the nation, which, to the maximum extent possible, reflects the racial, gender, ethnic, and geographic diversity of the State; (5) coordinate and accelerate cybersecurity research and innovation in the State; and (6) support the efforts of the Maryland Department of Information Technology to improve the State government’s cybersecurity posture, including State agencies, local government units, and critical infrastructure.

Pursuant to the Cyber Maryland Enabling Legislation, the Program is required to conduct ongoing research to collect and analyze real-time industry data to identify cybersecurity workforce needs as described in the U.S. Chamber of Commerce Talent Pipeline Management Approach (the “TPM Approach”). In addition, the is required to, among other things, use the results of its research to (1) increase the effectiveness of existing State cybersecurity workforce programs for employers in the State; (2) facilitate partnerships for new training and education programs to address the workforce needs identified in the program’s research; (3) with the input of the Cybersecurity Association and Cybersecurity Talen Advisory Board, develop the Cybersecurity Strategic Plan on or before December 1, 2023; and (4) ensure that outcomes of the Program are inclusive and, to the maximum extent practicable, reflect the racial, gender, ethnic, and geographic diversity of the State.

TEDCO and the governing board of the Cyber Maryland Program (the “Cyber Maryland Board”) will use the Cybersecurity Workforce Report commissioned in this RFP to guide the Cyber Maryland Program and development of the Cybersecurity Strategic Plan.

### III. Scope of Services Required

The Firm shall be required to perform the following services (referred to herein, together with the information set forth on Exhibit A, collectively as the “Services”):

- Perform a strategic asset evaluation, which includes, without limitation:
  - A baseline inventory of existing workforce development resources (including existing cybersecurity related workforce development programs, organizations, and businesses) available within the State of Maryland);
  - An analysis and assessment of workforce needs assessment detailing the nature of cybersecurity workforce needs in the State of Maryland (including but not limited to needs by sector, level of certification and/or degree, level of clearance required);
- Using real-time industry needs data, Provide guidance to the Cyber Maryland Program in the development and implementation of the Cyber Maryland Strategic Plan;
- Identify existing data associated with measuring the success of the Program;
- Recommend metrics to assess the impact of the Program in the State, including, without limitation, ethnic, geographic, and racial economic impacts;
- Recommend further studies that might be necessary to address any gaps to fully understand the impact of the Cyber Maryland Program;
- Analyze potential causes for workforce vacancies in the State, including examples and analysis of approaches, programs, and initiatives utilized by other states in the country to achieve goals similar to the Cyber Maryland Program (i.e., materially reducing cybersecurity workforce vacancies);
- Recommend steps that the State should take to ensure that the Cyber Maryland Strategic Plan;
  - Incorporates the TPM Approach and reduces cybersecurity workforce vacancies in the State by July 1, 2026,
  - Impacts all communities across the State (e.g., ethnic, racial, geographical, etc.), and
  - Positions the State to materially reduce workforce vacancies by July 1, 2026;
- Deliver the Cybersecurity Workforce Report, which report shall incorporate the Firm’s relevant data, analyses, and recommendations as outlined above and on Exhibit A attached to this RFP.

Exhibit A attached to this RFP contains a full list of the specific areas that the Cybersecurity Workforce Report must address.

As part of its obligations, the Firm will be required to keep TEDCO, the Cyber Maryland Board, and other stakeholders deemed appropriate by TEDCO apprised of the Firm’s progress with the

provision of Services outlined in the RFP. This shall take the form of biweekly updates by the Firm to TEDCO. The Firm shall also be required to make itself available for an in-person meeting at the midpoint of the project (currently anticipated to be in mid-November to discuss progress and findings with TEDCO and/or the Cyber Maryland Board.

As part of their Proposal, Respondents may also recommend activities that would expand the Services provided that such recommendations are consistent with the objectives outlined in this RFP.

#### IV. Submittal Requirements

Proposals must include the following items:

- An overview of the experience of the Respondent, describing work performed in similar projects, key personnel qualifications, and relevant experience;
- A description of the Respondent's approach to the Services and what perspective the Respondent will provide that will differentiate them from competing Respondents;
- Professional biographies and/or resumes of qualified professionals who will be providing support on behalf of the Respondent;
- A list of references, with names and contact information, from organizations or businesses for which the Respondent has performed similar work;
- Fee requirements and justification;
- A description of all provisions, termination clauses, and/or penalties required by the Respondent for providing the Services;
- A listing of any additional recommendations to the Services outlined in the RFP, including any additional fees associated with such additions to the Services; and
- A listing of any provisions of this RFP or the Contract (Exhibit B) to which the Respondent takes exception (understanding that such exceptions will be taken into consideration when evaluating the Respondent's Proposal and that TEDCO reserves the right to accept or reject any exceptions so taken).

#### V. General Requirements and Deadline

Questions regarding this Proposal should be made in writing via e-mail to [response@tedco.md](mailto:response@tedco.md), no later than **September 29, 2023**. A reasonable effort will be made to reply to all questions received by this date. TEDCO will post answers to questions on its website at [www.tedcomd.com](http://www.tedcomd.com).

To be considered for selection, Respondents must submit a **complete Proposal** that includes all RFP submittal requirements, including the Scope of Services, **by 5:00 p.m. EDT on September 29, 2023**. Respondents shall submit Proposals by email in one (1) digital file to TEDCO at [response@tedco.md](mailto:response@tedco.md).

Proposals submitted by Respondents organized as a corporation, joint venture, etc. shall be signed by an authorized officer of the Respondent. Proposals submitted by an individual shall be signed by such individual. Proposals submitted by Respondents organized as a partnership shall be signed by a partner (if the Respondent is a general partnership) or by the managing partner or general partner (if the Respondent is a limited partnership). Proposals submitted by Respondents organized as a limited liability company 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 Contract. Proposals may be rejected for any or no reason.

TEDCO reserves the right to waive 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 3 – 5 finalists based on the best value and overall solution to fit its needs. TEDCO may request an in-person or virtual interview with the finalists prior to making a final selection. TEDCO is not obligated to select the lowest price bidder.

All Proposals will be evaluated in the following areas:

- Quality of response to RFP requirements and general clarity of the proposal,
- Demonstrated ability of the Respondent to provide the Services,
- Previous relevant experience of the Respondent and key personnel,
- Creativity in approach to providing the Services,
- Proposed fees for services, and
- Other factors including, but not limited to, the Respondent's presence in Maryland and the Respondent's strategy for diversity, equity, and inclusion.

The Contract used for engaging a Firm will be based upon TEDCO's Procurement Contract, which is attached hereto as Exhibit B. The Contract has an initial 9-month term, which TEDCO



has the option, in its sole discretion, to extend for two (2) additional, successive three (3) month renewal terms.

Based on the current timeline for this RFP, it is anticipated that TEDCO will make a final selection of the Firm on or about October 27, 2023, with the Contract to commence on or about November 6, 2023.

## 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 Proposal Deadline.
- All of Respondent’s information and representations in the proposal are material and important. TEDCO may rely upon the contents of the Proposal in negotiations, contractual obligations, and awarding a Contract. Respondent agrees that the proposal will remain firm for a period of one hundred twenty (120) calendar days after the Proposal or until the Contract 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 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 TEDCO determines, in its sole discretion, that the error does not undermine the overall integrity of the proposal.

## VIII. Term and Termination

TEDCO may, at any time, terminate the 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.

## IX. Key Dates

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

Task	Completion Date
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RFP Released	August 9, 2023
Last date to accept written questions	September 13, 2023
<b>Date responses to questions will be posted</b>	September 20, 2023
<b>PROPOSAL DUE DATE</b>	<b>September 29, 2023</b>
Firm Selection	October 27, 2023
Engagement Begins	November 6, 2023
<b>Preliminary Finding Report Due</b>	December 7, 2023
<b>Mid-point Progress Meeting</b>	On or before January 5, 2024
<b>Final Written Report Due</b>	March 1, 2024

## Exhibit A: Study Requirements – Detailed Description

The Proposal should specifically address the following:

- (1) An assessment of cybersecurity workforce needs which includes, without limitation:
  - a. A review of recent available studies on the nature of the cybersecurity workforce needs in the State of Maryland.
  - b. Detail of workforce needs by:
    - i. Sector: private industry, government (state & local), Department of Defense (public and private contractor)
    - ii. Level of certification in demand (comp Tia , Isc2, etc.)
    - iii. Level and types of degrees /non degree jobs
    - iv. Proportion of need requiring top secret clearance
  - c. Targeted engagement with industry to validate the needs assessment and kickstart the US Chamber of Commerce Talent Pipeline Management Process
  - d. Alignment with the direction of the National Cyber Workforce and Education Strategy (published by the White House, July 31, 2023)
- (2) An evaluation of strategic assets which includes, without limitation:
  - a. A baseline inventory of existing workforce development resources (Public, Private, Non-Profit)
  - b. Alignment with current assets and the direction of the National Cyber Workforce and Education Strategy (published by the White House, July 31, 2023)
  - c. Ability of the current assets to meet employers needs for cybersecurity in the State of Maryland
- (3) Recommendations for the Cybersecurity Workforce Strategic Plan which:
  - a. Uses the needs assessment to increase the effectiveness of existing State Cybersecurity Workforce Programs for employers in the state.
  - b. Identifies opportunities to facilitate partnerships for NEW training and education programs to address workforce needs.
  - c. Incorporates the US Chamber of Commerce Talent Pipeline Management in an ongoing / dynamic process.
  - d. Recommendations for state alignment with the National Cyber workforce and education strategy, including:
    - i. SHORT TERM goals around pillar iii (expand and enhance cyber workforce) and iv (strengthen the federal cyber workforce)
    - ii. LONGER TERM goals around pillar i (equip every American with foundational cyber skills) and pillar ii (transform cyber education)
- (4) Recommendations on metrics to measure success/impact of the Cyber Maryland Program including a baseline assessment of existing data collected by the State of

Maryland and recommendations on future data collection to better measure success of the Program;

- (5) Analysis of similar initiatives in other states; and
- (6) Analysis of existing and potential Federal initiatives which may supplement the Cyber Maryland Program, including, without limitation the National Cyber Workforce and Education Strategy (published by the White House, July 31, 2023)

## Exhibit B: TEDCO Procurement Contract Standard Terms and Conditions

PROCUREMENT CONTRACT AGREEMENT  
BETWEEN  
MARYLAND TECHNOLOGY DEVELOPMENT CORPORATION  
AND

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**THIS AGREEMENT** (the “Agreement” or “Contract”), is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between the **MARYLAND TECHNOLOGY DEVELOPMENT CORPORATION** (“TEDCO”), a body politic and corporate and a public instrumentality of the State of Maryland, and: [NAME OF CONTRACTOR], a [STATE OF ORGANIZATION] [TYPE OF ENTITY] located at [ADDRESS OF CONTRACTOR], Employer Identification Number: [EIN] (“Contractor”).

TEDCO and Contractor do mutually agree as follows:

1. Services to be Provided.

(a) TEDCO shall purchase Contractor's services, and Contractor shall provide

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services, as set forth in the [Name of RFP] Request for Proposals issued by TEDCO on [Date of RFP] (the “RFP”), attached as Exhibit A and incorporated herein, and , in accordance with Contractor's Proposal, dated [DATE OF PROPOSAL]the “Proposal”), attached as Exhibit B and incorporated herein, to the extent that the Proposal is consistent with this Agreement. To the extent there is an inconsistency between the terms of this Contract and the Proposal, this Contract shall prevail. To the extent there is an inconsistency between the terms of this Contract and the RFP, the RFP shall prevail.

(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 Contract commences on the Effective Date and continues until agreed upon services are completed, but in any case, no later than [date 9 months from the Effective Date], 2023; *provided, however*, that in its sole discretion, TEDCO shall have the unilateral right to extend the Contract for two (2), successive three (3) month renewal terms.

3. Compensation and Method of Payment.

(a) Compensation. TEDCO shall compensate Contractor for services performed at the rates set forth in Exhibit B. 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 (30) 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.

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:**

**MARYLAND TECHNOLOGY DEVELOPMENT CORPORATION:**

\_\_\_\_\_

By: \_\_\_\_\_  
Troy A. LeMaile-Stovall  
Chief Executive Officer

Approved for form and legal sufficiency:

\_\_\_\_\_  
Lara L. Hjortsberg  
Assistant Attorney General  
Office of the Attorney General

**Attachments:**      Exhibit A:      [Name of RFP]  
                                 Exhibit B:      Contractor's Proposal