



MONTGOMERY COUNTY
ECONOMIC DEVELOPMENT
CORPORATION MARYLAND



REQUEST FOR PROPOSALS (RFP)

Countywide Economic Development Strategic Plan for Montgomery County, Maryland

Issued by: Montgomery County Economic Development Corporation (MCEDC)

Release Date: November 10, 2025

Proposal Due: December 15, 2025

Submission Email: rfp@thinkmoco.com

Budget: Not to Exceed \$200,000

Target Completion Date: June 30, 2026

Point of Contact: Jill Brooks, Interim Chief Operating Officer
Montgomery County Economic Development Corporation (MCEDC)
1801 Rockville Pike, Suite 320
Rockville, MD 20852
Phone: 240-641-6721
Email: jill@thinkmoco.com

1. Purpose and Overview

The Montgomery County Economic Development Corporation (MCEDC) invites qualified firms with expertise in strategic planning in economic development to submit proposals to develop a Countywide Economic Development Strategic Plan for Montgomery County, Maryland (the Plan).

This Plan will serve as a comprehensive, action-oriented four-year (2027-2030) roadmap to guide economic development priorities, align public and private partners, and strengthen Montgomery County's position as a national leader in innovation, business growth, and inclusive prosperity.

The selected consultant will lead a collaborative process informed by data, stakeholder engagement, and best practices to define a shared vision for the County's economy. The four-year plan will define roles and responsibilities for all members of the economic development ecosystem including those from planning, housing, transportation, workforce, sustainability, and others.

2. Background

The Montgomery County Economic Development Corporation (MCEDC) is a nonprofit corporation that was created in 2015 by the Montgomery County, Maryland Government, to perform some of the functions previously under the purview of the Department of Economic Development. In 2021, the county transferred the drafting of the Strategic Plan from its own authority to MCEDC by statute and defines certain requirements of the Plan attached in Appendix A.

Montgomery County, MD is one of the most dynamic economies in the nation, home to 18 federal agency headquarters, including the National Institutes of Health (NIH), Food and Drug Administration (FDA) and National Institute of Standards and Technology (NIST), 36 federal labs, and has the 3rd largest life sciences sector in the United States.

Previous strategic efforts have established a foundation for growth, however evolving market conditions, demographic trends, and competitive pressures require a renewed, unified, and actionable vision.

The new Plan will:

- Meet all of the requirements defined in Bill No. 10-21 (Appendix A)
- Assess the County's current economic environment and consider recent and future macroeconomic trends
- Define core strengths and opportunities for business growth, retention, small business support, and entrepreneurial growth
- Assess the County's innovation environment and identify areas for technology-based economic development
- Evaluate and recommend opportunities for site selection competitiveness, talent attraction, and workforce development
- Align economic goals with workforce, housing affordability, transportation, equity, environmental sustainability and other quality-of-life priorities
- Incorporate an approach that considers and aligns the roles of various players in the economic development ecosystem
- Provide actionable and measurable strategies for implementation and accountability for agencies involved in economic development activities

- Identify processes that could be streamlined and recommend actions to improve coordinated service delivery
- Provide strategies that can leverage current strengths and offer opportunities to diversify the local economy
- Reflects the diverse demographics of the County and recommends strategies for equitable opportunities
- Recommend strategies for regional partnerships and leadership

3. Scope of Work

The selected consultant will lead the full development of the Countywide Economic Development Strategic Plan. This process will involve robust engagement with a Strategic Plan Stakeholder Group that will provide critical input and help the consultant understand the County's organizational and operational landscape. The group will also play an important role in supporting the recommendations and implementation of the final Plan.

The Plan should articulate a clear and inspiring vision and mission for economic development in Montgomery County that can be easily communicated across diverse audiences and that aligns with County priorities. The final document must be concise, actionable, and realistically achievable.

As the County's primary economic development organization, MCEDC will lead this effort in close collaboration with partner agencies. The project's scope is intentionally holistic, recognizing that sustainable growth depends on coordinated execution among all stakeholders working toward shared goals to strengthen the County's economy. Stakeholders include County departments, partner agencies (such as the Chamber of Commerce and WorkSource Montgomery), the private sector, and municipalities. See Appendix B for additional detail.

The Plan should benchmark Montgomery County against regional and national peers and consider best-practices to align, organize, and prioritize economic development efforts in a logical series of measurable and achievable activities. The objectives of the Plan are to establish short-, medium-, and long-term actionable goals that align with the county's broader "north star" objectives that extend beyond the initial four-year implementation period and serve as guiding principles for sustained economic growth.

There should also be examination of, and recommendations for:



- business attraction and site selection competitiveness
- business retention and expansion
- entrepreneurship, small business support, and creating equitable opportunity
- industry cluster development and innovation
- workforce development, talent attraction and enhancing livability
- leveraging community and regional partnerships

4. Deliverables

Project Initiation and Discovery

1. Kickoff Presentation Deck summarizing project goals, methodology, and preliminary timeline.
2. Project Management Plan, including communication protocols, meeting cadence, and deliverable schedule.
3. Stakeholder Engagement Plan identifying participants, engagement formats, and accessibility methods.
4. Summary Memo documenting initial findings from document review and stakeholder input.

Data and Economic Assessment

1. Economic Baseline Report with analysis of major economic indicators, employment trends, target industries, and competitiveness benchmarking.
2. Situational Analysis synthesized from quantitative and qualitative data.
3. Presentation Deck summarizing key findings for MCEDC Board and Strategic Planning Committee review.
4. Data Appendix containing all supporting datasets, charts, and methodologies used in analysis.



Stakeholder and Community Engagement

1. Stakeholder Engagement Schedule with outreach targets (County departments, municipalities, business leaders, community groups, and residents).
2. Facilitated Workshop Agendas and Materials for at least three key stakeholder sessions.
3. Engagement Summary Report documenting outreach activities, participation demographics, key themes, and stakeholder insights.

Vision, Goals, and Strategic Framework

1. Draft Strategic Framework Document outlining mission, vision, and guiding principles.
2. Goals and Objectives Matrix aligning proposed goals to measurable metrics and strategic pillars (e.g., talent, innovation, infrastructure, housing, equity).
3. Review Presentation for MCEDC Board and key partners summarizing the strategic structure and proposed direction.

Implementation and Metrics

1. Implementation Roadmap detailing actions, timelines, responsible entities, estimated resources, and key milestones.
2. Performance Metrics Dashboard with recommended indicators (KPI's) for tracking progress.
3. Implementation Alignment Memo outlining how the plan supports County policy goals.
4. Monitoring & Evaluation Framework specifying update intervals and reporting methods.

Draft and Final Plan

1. Draft Economic Development Plan with strategic pillars for MCEDC and stakeholder review.
2. Final Economic Development Strategic Plan incorporating feedback and approved by MCEDC Board with structure that is clear, prioritized, and realistically achievable.
3. Executive Summary (≤10 pages) highlighting key goals, strategic pillars, and outcomes which can be used for public release.
4. Slide Deck and Talking Points for MCEDC Board presentations, County Council briefings, and public communications.



Ongoing Reporting and Check-ins

1. Biweekly Progress Updates for MCEDC summarizing recent activities, next steps, and emerging issues.
2. Monthly Status Reports aligning actual vs. planned progress and deliverable tracking.
3. Regularly scheduled Steering Committee Briefings with presentation decks summarizing progress milestones.

5. Schedule

- November 10, 2025 - RFP Distributed
- November 21, 2025 - Deadline to submit questions about the RFP for response by 5 p.m. EST
- December 5, 2025 – All questions and answers submitted by vendors will be posted on MCEDC website by 5 p.m. EST
- December 15, 2025 – Deadline for submittal of proposals 5 p.m. EST
- January 12-16 – Finalists will appear before the RFP evaluation team and answer questions related to their proposal. MCEDC will provide the finalists with as much advance notice as possible. Written requests regarding vendor proposals may also be made
- January 23, 2025 – Select/Notify Vendor – contract execution
- Week of February 2, 2026 – Onboarding begins
- June 30, 2026 Draft Plan presentation to MCEDC Board of Directors
- July 31, 2026 – Deadline for final draft sent to County Council
 - County Executive comments due date - January 15, 2027
 - County Council action due date - March 15, 2027

The vendor may be needed for presentations to the County Council during their deliberation and public hearings prior to adoption of the Plan.



6. Proposal Requirements

Proposals shall not exceed 25 pages, excluding appendices.

Submissions must include:

- A. Executive Summary – concise overview of understanding and approach
- B. Technical Approach & Methodology – process design, research tools and analytical process, and engagement plan of MCEDC staff and stakeholder groups
- C. Team & Qualifications – roles, time commitment, and resumes of key staff
- D. Relevant Experience & References – up to three comparable strategic planning projects
- E. Project Schedule & Management Plan – milestone chart and communication structure
- F. Cost Proposal – detailed budget by task and hourly rates, with a not-to-exceed total of \$200,000
- G. Equity and Inclusion Strategy – approach to engaging underrepresented groups and ensuring equitable outcomes

7. Proposal Content and Format

The requested response must include the following items:

- 1. Project Summary
- 2. Organizational Overview:
 - a. Organization Description
 - b. Applicable Services
 - c. Relevant Experience, to include:
 - i. prior engagement with economic development organizations, large county or municipal jurisdictions
 - ii. facilitation of multi-stakeholder road-mapping sessions for community wide strategic plans
- 3. Statement of Work
- 4. Project Timeline with Major Milestones and Deliverables
- 5. Project Management Approach



6. Key Personnel
 - a. Relevant professional experience
7. Three (3) examples of comparable strategic plans prepared by the proposing entity
8. Proposed Budget. Budget must reflect scope and include labor, vendors, travel expenses per trip to Montgomery County, Maryland (if applicable), printing, etc.
9. References for three (3) specific projects similar to this RFP

8. Evaluation Criteria

Category	Points
Technical Approach & Methodology including approach to equitable opportunities	35
Project Team & Qualifications	15
Stakeholder Engagement Approach	10
Management, Schedule & Deliverables	10
Cost / Value	10
Total	100

MCEDC may invite top-ranked firms to participate in interviews or presentations before final selection.

9. Responsibilities of MCEDC

1. MCEDC will help identify Strategic Plan Steering Committee and other stakeholders and will provide limited support for the logistics for these meetings/interviews and help distribute surveys in collaboration with the vendor if required.



2. MCEDC will provide branding graphics for design needs, incorporating its styling, branding, and visual graphics.
3. MCEDC will provide the vendor with certain data and relevant background reports as requested.

Exhibit A – excerpt from Montgomery County Bill 10-21

[Bill 10-21 Full Text](#) click here

- (d) *Contents of the Plan.* The Economic Development Strategic Plan should be consistent with the Council's Economic Development Platform approved by Resolution No. 19-300 and must include metrics to assess the County and its partners' ability to address relevant economic development measures including:
 - (1) creation of jobs;
 - (2) growing wages;
 - (3) identifying and supporting strategic industries;
 - (4) retention and attraction of new companies and employers;
 - (5) growing the tax base;
 - (6) supporting and increasing entrepreneurial activity; and
 - (7) other actions necessary to promote economic development in the County.
- (f) *Outcomes.* The desired outcomes of the Economic Development Strategic Plan should include:
 - (1) a thriving and diversified economy;
 - (2) racial equity and social justice;
 - (3) greater innovation; and
 - (4) environmental sustainability, including a reduction in climate change.



ECONOMIC DEVELOPMENT IN MONTGOMERY COUNTY, MD



- 1. Montgomery County Economic Development Corporation (MCEDC)**
 - Business Attraction, Retention, Expansion
 - Marketing
 - Entrepreneurship
 - Strategic Areas of Focus: Life Sciences, Corporate Headquarters (including Hospitality), Defense, Site Selection / Development, Trade Associations, Technology (IT & Cybersecurity), Minority, Women, Veteran and underserved community owned businesses within these Strategic industries
 - Economic Policy
- 2. Montgomery County Executive Branch**
 - Montgomery County Business Ctr.
 - Business Innovation Network
 - Financial incentives
 - Economic Development Fund (EDF)
- 3. Montgomery County Regional Centers (Bethesda-Chevy Chase, Eastern Montgomery, Mid- County, Silver Spring, UpCounty)**
 - Business Services
- 4. Montgomery County Department of Housing and Community Affairs**
 - Affordable Housing
 - Housing Policy
- 5. Montgomery Planning Board**
 - Developing Livable Communities
 - Community Master Plans
 - Land Use and Zoning
 - Development Applications
 - Research
- 6. Montgomery Office of Agriculture**
 - Promotes Agriculture as a Viable Component of the County's Economic Sector
- 7. WorkSource Montgomery**
 - Linking Local and Regional Economic Development and Workforce Efforts
 - Sustainable Workforce Solutions
 - Talent Development
- 8. Visit Montgomery**
 - Destination Marketing
 - Travel
 - Tourism



EXHIBIT C

Standard Terms and Conditions

1. **Materials: Equipment.** Unless otherwise set forth in the Agreement or as agreed to by MCEDC, Contractor shall furnish all the equipment, supplies and other materials used to perform the Services.
2. **Records.** The Contractor agrees to maintain continuously accurate and detailed records with respect to its obligations under this Agreement. Such records shall be promptly submitted by the Contractor to MCEDC in a format approved by MCEDC when requested.
3. **Independent Contractor Relationship.**
 - 3.1. Contractor is an independent contractor for MCEDC and not an employee of MCEDC for purposes of Section 1321 of the Internal Revenue Code of 1986, as amended, and all corresponding provisions in the laws of any state or other jurisdiction, and nothing contained herein will be deemed to constitute an employer-employee, partnership, agency or joint venture relationship. Contractor agrees to discharge all obligations imposed by any applicable federal, state or local law, regulation or order now or hereafter in force, including, but not limited to those relating to taxes, insurance, unemployment compensation or insurance, workman's compensation, disability benefits and tax withholding and including the filing of all returns and reports required of independent contractors and the payment of all assessments, taxes, contributions and other sums required of them. Contractor shall indemnify MCEDC against all claims and demands resulting from the failure of Contractor to comply with the provisions of this subparagraph.
 - 3.2. Neither party shall have the power to bind or obligate the other party except as specifically set forth in this Agreement. There shall be no liability on the part of one party hereto for the debts incurred by the other unless agreed to in writing by each party. Each party shall indemnify the other against all claims and demands resulting from the failure of the other to comply with the provisions of this subparagraph.



4. Ownership and Inventions.

- 4.1 MCEDC, as between the parties, shall own and retain all right, title and interest throughout the world in and to any and all property, materials, data, documents, inventory and information supplied or made available by MCEDC to Contractor (including, without limitation, all intellectual property patents, copyrights, trademarks, trade secrets and other intellectual property rights of MCEDC, MCEDC's clients or any third parties (collectively "Intellectual Property Rights") (collectively, the "MCEDC Materials"). Nothing contained in this Agreement shall be construed to confer upon Contractor any right, title or interest in or to any such MCEDC materials or any right, by license or otherwise, to make, or permit others to make any use thereof other than as expressly contemplated by this Agreement
- 4.2 Work Product. Except for Contractor Property as defined in Section 4.3 below, MCEDC shall own and retain all right, title and interest in and to all materials, documents and information prepared, developed or generated by Contractor (and any subcontractors) in the course of performing the Services under this Agreement (collectively, "Work Product"), together with all copyrights and other intellectual property rights therein. To that end, the Contractor acknowledges and agrees that all Work Product shall be considered a "work made for hire" (as defined by Section 101 of the U.S. Copyright Act) for the sole and exclusive benefit of MCEDC. If, for any reason, any Work Product does not constitute a "work made for hire," the Contractor hereby irrevocably assigns to MCEDC, in each case without additional consideration, all right, title and interest throughout the world in and to the Work Product, including all Intellectual Property Rights therein. Any assignment of copyrights under this Agreement includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as "moral rights" (collectively, "Moral Rights"). Contractor hereby irrevocably waives, to the extent permitted by applicable law, any and all claims the Contractor may now or hereafter have in any jurisdiction to any Moral Rights with respect to the Work Product.



4.3 Notwithstanding the foregoing, MCEDC acknowledges that Contractor possesses certain inventions, processes, know-how, trade secrets, improvements, other intellectual properties and other assets, including, but not limited to, analytical methods, procedures and techniques, procedure manuals, personnel data, financial information, computer technical expertise and software, that have been independently developed by Contractor and that relate to its business or operations (collectively "Contractor Property"). If, in the course of Contractor's engagement with MCEDC, Contractor incorporates Contractor Property into MCEDC's Work Product, MCEDC Materials or other work done for the MCEDC, Contractor hereby grants to the MCEDC a nonexclusive, royalty-free, paid-up, irrevocable, worldwide license to make, have made, modify, use, sell, offer for sale and import such Contractor Property; provided MCEDC does not use such Contractor Property separate and apart from the Work Product, MCEDC Materials or other work.

5. Representations and Warranties.

5.1. Each party represents and warrants to the other: (a) that it has full legal right, power and authority to enter into this Agreement and perform its obligations hereunder; and (b) that it has not entered into, nor will it enter into, any contract or other agreement which would conflict with, prohibit or interfere with the full performance of its obligations hereunder or with the full enjoyment by the other party of the rights granted herein. Contractor further represents and warrants that (x) it and its employees, if necessary, are licensed under and in compliance with any applicable local, state or federal laws to provide the Services set forth herein; (y) that all Deliverables are original and do not infringe the copyright or any other proprietary right of any person, firm or other entity and neither the Deliverables, nor the production or any use hereunder of the Deliverables or of any visual or aural element thereof, will infringe on any third party Intellectual Property rights, violate any right of privacy or right of publicity of, or constitute a libel or slander against, any person, firm or other entity; and (z) MCEDC will not be obligated to make any payments or to pay any other consideration to Contractor or to any third party, except as expressly specified in this Agreement in connection with the exercise of the rights granted to MCEDC.



6. Indemnification.

6.1. Contractor shall indemnify, defend and hold harmless MCEDC and its affiliates, Montgomery County and each of its and their directors, officers, employees, contractors and agents (each, a "MCEDC Indemnified Party"), from and against any and all losses, damages, liabilities, reasonable outside attorney fees, court costs, and expenses whatsoever (collectively "MCEDC Losses") resulting or arising from any and all actual or threatened third party claims, demands, causes of action, proceedings, investigations or litigation relating to or arising from or in connection with this Agreement or the Services performed by Contractor under this Agreement to the extent such MCEDC Losses are determined to have resulted from Contractor's (i) material breach or alleged breach of any representation, warranty or obligation under this Agreement; (ii) the infringement or alleged infringement of any patent, trademark, service mark, copyright, trade secret, or other intellectual property, proprietary or contractual right of a third party; (iii) negligence, intentional misconduct and/or attributable to the actions or inactions of a Contractor Indemnified Party; or (iv) violation of any applicable law, statute or regulation in its performance hereunder.

6.2. Indemnification Procedures. The indemnifying party shall have the right to control the defense and settlement of any third-party Claim, except that the indemnified party shall have the right, at the indemnified party's sole expense, to participate in the defense and to participate in selecting counsel therefore. Upon the indemnifying party's request, the indemnified party shall reasonably cooperate in such defense and the indemnifying party shall reimburse the indemnified party for its reasonable out-of-pocket expenses in providing such cooperation. The indemnified party shall provide the indemnifying party prompt notification of any third-party Claim, except that any delay by the indemnified party in giving notice shall not relieve the indemnifying party of its indemnity obligations pursuant to this Section 6, except to the extent its defense or settlement of the claim or suit was materially prejudiced thereby. The indemnifying party shall not, without first obtaining the indemnified party's prior written consent (not to be unreasonably withheld), settle any third-party Claim that must include a full release.

7. Insurance. Contractor will maintain, for the duration of this Agreement, insurance in an amount reasonably adequate to cover its



obligations hereunder and as requested by MCEDC, including Workers Compensation, General Liability, E&O Insurance and Automobile. Upon request, Contractor will provide to MCEDC a certificate of insurance showing that such insurance is in place.

8. Termination.

8.1. Termination of Agreement. This Agreement shall continue until terminated in any of the following manners:

8.1.1. This Agreement may be terminated by MCEDC without cause upon thirty (30) days' prior written notice to the Contractor;

8.1.2. This Agreement may be terminated immediately by MCEDC for cause upon ten (10) days' prior written notice to the Contractor;

8.1.3. This Agreement may be terminated by the Contractor for cause upon thirty (30) days' prior written notice to MCEDC specifying the nature of the breach, if such breach has not been substantially cured within the 30-day period;

8.1.4. This Agreement may be terminated immediately by MCEDC in the event that Montgomery County, Maryland, fails to continue funding the operations of MCEDC; or

8.1.5. This Agreement shall be deemed terminated immediately upon the completion of the Services contemplated herein and upon complete payment for all Services under this Agreement.

8.2. Consequences of Termination. Upon notice of termination of this Agreement, Contractor shall cease performing any work not necessary for the orderly close out of the Services. Contractor shall, as soon as reasonably possible, deliver to MCEDC all data and materials provided by MCEDC to Contractor for the conduct of the Services. All statistical data, all statistical reports, all data entries and any other documentation produced as the result of Services performed by Contractor shall be delivered to MCEDC. Upon receipt of notice of termination and subject to Section 8.2 and 11.5, Contractor shall refund any previously paid amounts prorated portion of the Fee earned through the effective date of termination if the Contractor is terminated for cause.

9. Publicity. Contractor will not use MCEDC's name (including logo, trademark or copyright) in connection with any promotion, news release, other marketing materials or distribution without MCEDC's prior written consent.



10. Non-Competition. During the term of this Agreement, Contractor shall not perform similar services for other economic development organizations within the Washington, D.C., region except with the prior written consent of MCEDC, which consent shall not be unreasonably withheld.

11. Confidentiality.

11.1 Purpose. In connection with discussions, evaluations, planning, or other potential business relations in support of economic development, MCEDC is in possession of certain information relating to MCEDC's business or is in possession of third party information (including, but not limited to, marketing strategies, marketing collateral, other technical, business and financial information, client information, client proposals, client site information, county or state financial information, as well as documents that contain such information) and may wish to disclose such confidential or proprietary information (hereinafter together "Confidential Information") to Contractor.

11.2 Confidential Information. "Confidential Information" refers to any and all information or data disclosed by MCEDC (including disclosures by any MCEDC employee, director, officer, contractor or agent, collectively MCEDC Representative") to Contractor that is either nonpublic, confidential or proprietary in nature irrespective of the form of the communication (oral, written or electronic form) and irrespective of whether furnished by MCEDC to Contractor before or after the date of this Agreement.

11.3 Non-Use and Non-Disclosure. Contractor acknowledges, recognizes and agrees to take reasonable precautions to safeguard the Confidential Information and to retain the Confidential Information in secrecy and confidence with the same degree of care as Contractor would to protect its own confidential information. Contractor will not disclose the Confidential Information to any third-party, except that Contractor shall have the right to communicate the information to its employees, subcontractors, attorney, accountants, directors, and officers ("Contractor Representatives") who are required by their duties to have knowledge of such Confidential Information, provided that such person is informed of



their obligation with respect to such Confidential Information and that each such person is subject to the terms of confidentiality substantially similar to those contained in this Agreement. Confidential Information shall not, however, include any information that:

- 11.3.1. At the time of the disclosure by MCEDC to Contractor is in the public domain;
- 11.3.2. Contractor can show by written records was rightfully known to or in the rightful possession of the Contractor as of the date of its disclosure by MCEDC or as of the Effective Date of this Agreement;
- 11.3.3. Lawfully becomes known or available to Contractor from third parties who are not under a similar agreement with the Contractor regarding disclosure; or
- 11.3.4. Is subject to disclosure by Contractor under applicable federal, state or county law; provided, however, that in the event that Contractor or Contractor Representatives become legally compelled to disclose any Confidential Information, it will provide MCEDC with reasonable notice so that MCEDC may seek a protective order or other appropriate remedy or waive compliance with the provisions of the Agreement. In the event that such protective order or other remedy is not obtained or that MCEDC waives compliance with the provisions of the Agreement, the Contractor will furnish only that portion of the Confidential Information that it is advised by opinion of counsel (reasonably acceptable to MCEDC) is legally required and will endeavor to obtain assurance that confidential treatment will be accorded the Confidential Information so furnished.

11.4. Term of Confidentiality. The obligation of Contractor under this Agreement will remain in effect with respect to any particular Confidential Information until the earlier of (i) Contractor documents that such Confidential Information falls into one of the exceptions stated in Paragraph 11.3 above; or (ii) a period of two (2) years from the termination of this Agreement provided, however, that if any such Confidential Information constitutes a trade secret, such restrictions shall remain in effect for so long beyond such period as such Confidential Information continues to qualify as a trade secret.



11.5. Return of Materials/Confidential Information. Contractor shall, within ten (10) business days of receipt of written request of MCEDC or on expiration, termination or rescission of this Agreement, whichever is earlier: (i) return to MCEDC the original and all copies of all books, records, contracts and other written, typed or printed materials, and any computer storage media, whether furnished by MCEDC or prepared in whole or in part by the Contractor, which contain any Confidential Information, and/or (ii) on MCEDC's direction, destroy by shredding or incineration all documents and other material in its possession, custody or control which bear or incorporate any part of the Confidential Information and certify in writing to MCEDC that this has been done, and expunge all Confidential Information from any computer, word processor or similar device into which it was loaded, and certify in writing to MCEDC that this has been done.

12. **Assignment and Delegation.** The Contractor may not assign any of the rights, interests, or obligations hereunder without the prior written approval of MCEDC.
13. **Notices.** All notices or other communications permitted or required hereunder shall be in writing and shall be sent to the Parties at the following addresses, or to such other addresses as the Parties may indicate to each other through written notice delivered in accordance with this Agreement.

If to MCEDC:

Jill Brooks, Interim Chief Operating Officer
Montgomery County Economic Development Corporation (MCEDC)
1801 Rockville Pike, Suite 320
Rockville, MD 20852
Phone: 240-641-6721
Email: jill@thinkmoco.com

If to the Contractor:

Except as may be otherwise expressly provided herein, all notices and communications shall be hand delivered or sent by prepaid first class post or sent by facsimile or email, and shall be deemed to have been received: (i) if hand delivered, at the time of delivery; or (ii) if sent by



prepaid first class post, two (2) business days after posting if to an address within the country of posting and six (6) business days if to an address outside such country or (iii) if sent by facsimile, on the date of successful transmission (as evidenced by an automatically generated confirmation of transmission); or (iv) if sent by email, at the time of confirmed transmission; provided a hard copy is sent by first class mail.

14. **Interpretation, Modification and Waiver.** This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland. Venue shall be the Circuit Court for Montgomery County, Maryland. Captions and headings utilized in this Agreement are for convenience only and are not of legal significance in interpretation of this Agreement. No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless it is in writing and signed by both Parties. Failure of either Party to exercise any right in the event of breach or default by the other Party shall not constitute or operate as a waiver of any right of either Party.
15. **Non-Discrimination.** Contractor shall not discriminate on the basis of race, nationality, religion, gender, sexual preference, or otherwise in rendering of Services under this Agreement.
16. **Survival.** The provisions of Section 4 (Ownership), Section 5 (Representation and Warranties), Section 6 (Indemnification), Section 11 (Confidentiality) and this provision shall survive the expiration or earlier termination of this Agreement.
17. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter herein and supersedes all previous agreements (oral or written), negotiations and discussions. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Agreement.