



Solicitation No. R00B6600233
eMMA Reference No. BPM057676

Title: Autism Waiver Consultant

Release Date: June 22, 2026

Small, Minority and Veteran-owned businesses are encouraged
to respond to this solicitation.

Maryland State Department of Education
Solicitation No. R00B6600233 / BPM057676
Autism Waiver Consultant
Request for Quotation

Issue Date: June 22, 2026

Title: Autism Waiver Consultant

Procurement Officer: Jeremy Wilson, Procurement Officer
Jeremy.wilson@maryland.gov

THIS SOLICITATION SHALL BE MADE IN ACCORDANCE WITH THE SMALL PROCUREMENT REGULATIONS DESCRIBED IN COMAR 21.05.07.

I. Background and Purpose

As approved by the Centers for Medicare and Medicaid Services (CMS), the Division of Special Education Services (EI&SE) is the Operating State Agency (OSA) for a 1915(c) Home and Community Based Services (HCBS) Waiver for Children with Autism Spectrum Disorder (ASD), also known as the Autism Waiver (AW). This waiver is designed to enable children to remain in their home and community and serves as an alternative to an institutional level of care. Annually, over 1,800 children receive services through the AW, which are delivered by over 60 community-based providers and over 50 Service Coordinators contracted by local education agencies (LEAs).

The AW is jointly administered by the Maryland State Department of Education (MSDE) and the Maryland Department of Health (MDH) and is a national model for interagency collaboration. The CMS requires that states have regulations and policies for implementation of the AW, a quality review system for assuring service delivery, and a process for monitoring AW providers. As the OSA, MSDE has primary responsibility for AW provider compliance with regulations, conducting compliance monitoring, information tracking, performance measurement, and reporting. MSDE and local education agencies (LEAs) are responsible for determining and tracking medical and technical eligibility for each AW participant, verifying requirements of age, special education and health-related service hours, and ASD diagnosis.

The MDH is the single State Medicaid Agency (SMA) responsible for the oversight of the AW Registry, AW Medicaid reimbursements, and financial eligibility determination of AW participants. Both State agencies work together to sustain the AW and adhere to the approved federal application. In addition, in accordance with the 21st Century Cures Act, passed by Congress on December 13, 2016, states are required to implement an electronic visit verification (EVV) system for all home and community-based personal care services. The MSDE is working collaboratively with MDH and their partners to transition into the Long-Term Services and Supports system (LTSS*Maryland*) and train AW stakeholders about policies and practices related to EVV. Both agencies are also working collaboratively on screening AW registrants for technical eligibility and ensuring a true Waitlist for services.

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II. Mandatory Requirements

The Bidder shall meet the following minimum requirements:

A. Essential Requirements

1. Demonstrated knowledge of federal Home and Community Based Service Waivers and Long-Term Services and Supports (LTSS) and extensive knowledge of Maryland's Home and Community-Based Services Waiver for Children with Autism Spectrum Disorder, also known as the Autism Waiver, to include expertise in eligibility requirements.
2. Demonstrated understanding and a minimum of three years of experience writing, evaluating, or interpreting Individualized Education Programs (IEPs), special education and health-related services for billing Medicaid.
3. At least one year's experience conducting training and providing technical assistance regarding State and/or federal policies and monitoring related to Medicaid, HCBS, or school-based programs/providers.
4. Strong skills and experience with SmartSheets, Microsoft Excel, Microsoft Word, and Google G Suite applications, such as docs, sheets, slides, and forms

B. Education Requirements

1. Must possess a master's degree or higher in education or a human service field from an accredited college or university.

III. Scope of Work / Responsibilities and Tasks

This request is to procure services for an individual to serve as a consultant for the MSDE to support the implementation of Maryland's Autism Waiver.

1. Monitor secure server and dedicated emails for the transfer of information from provider agencies, Service Coordinators, families, and the MDS on a daily basis, including weekends.
2. Review and approve AW POCs within identified time frames. This may require at least one hour of work each weekend day to ensure clarification requests are sent timely and urgent processing requests are authorized without delay.
3. Review and approve AW non-utilization requests, conducting follow-up as required.
4. Review and analyze LTSS Maryland reports to determine provider noncompliance and use this data to draft monitoring letters to providers.
5. Issue and monitor corrective action plans and conduct follow-up as needed.
6. Conduct training and technical assistance to Service Coordinators and provider agencies as requested.
7. Assist the Provider Interagency Medicaid Monitoring Team (PIMMT) with monitoring AW provider agencies to ensure compliance with the Code of Maryland Regulations (COMAR) I 0.09.56 for the AW.

IV. Term of Contract

A single (or Multiple) contract will be awarded to the Bidder that best meets the needs of the evaluation criteria. The anticipated term of the contract resulting from this solicitation shall begin on or about July 10, 2026, and terminate on June 30, 2027.

V. Place of Work

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Work will be completed at the Maryland State Department of Education, Nancy S. Grasmick Building, 200 W. Baltimore Street, Baltimore, Maryland 21201. Hybrid work schedule is available.

VI. Questions

Questions shall be submitted by Wednesday, June 24, 2026, by 2 PM EST

All questions should be addressed in writing to the Procurement Officer. Please put the RFQ # **R00B6600233** and Title in the subject line of your email. **Note: All** responses to questions submitted, if any, shall only be posted on eMaryland Marketplace Advantage (**eMMA**) as **Addendum #1** and or **Q & A** after the due date of questions are received. It is beneficial to be registered with “eMMA” to access the addendums and any other pertinent information. There may be other opportunities from State agencies there. There shall be no mailing of the Addendums. The link to “eMMA” to register is as follows: https://emma.maryland.gov/page.aspx/en/sup/registration_extranet_manage

VII. Bid Submission Information and Due Date

Bids are due by Monday, June 29, 2026, by 2 PM EST

In accordance with COMAR 21.03.05, bids are to be submitted electronically through eMaryland Marketplace Advantage (eMMA) following the [Quick Reference Guides](#) (QRG) labeled “**3 - eMMA QRG Responding to Solicitations (IFB)**” for single envelope submissions. The Bidder **must** submit a letter of interest, a resume that demonstrates the required qualifications for the services requested and the signed bid form Exhibit A (include ALL final costs for completing the project) to provide the service detailed in the *Scope of Work*. The submission must be received by **June 29, 2026, by 2 PM EST**. If you have not done business with MSDE or the State of Maryland, or a significant amount of time has elapsed, please submit an updated W-9 with your bid. Bids will not be opened publicly.

VIII. Award

An award will be made based on the most advantageous offer to the State of Maryland considering price *after* meeting the evaluation criteria found in this solicitation. Vendors must first meet all the mandatory requirements. An award will be made based on the lowest price. Bids will not be considered by vendors who do not meet all the mandatory requirements. Total Bid Price will be the lowest price total on **Exhibit A - Bid Form**.

IX. Billing

The contractor shall bill the Department monthly for the work performed the previous month. The total cost of work may not exceed **\$50,000.00** for the term of the contract. All invoices must be on the contractor’s letterhead, must be signed and dated, and must include the following:

1. The contractor’s name and mailing address;
2. The contractor’s Federal Tax Identification or Social Security Number;
3. The State assigned Contract Control Number;
4. The State assigned blanket purchase order number;
5. The goods and services provided;
6. The time period covered by the invoice;
7. The amount of requested payment; and

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8. Documentation to support invoice requested amount.

The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.

Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.

Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed, and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

X. Invoicing Instructions

Payment by the State requires a proper invoice to be submitted. Payments are made on a net 30 Schedule.

A. An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:

- 1) Contractor name and address.
- 2) Remittance address.
- 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate.
- 4) Invoice period (i.e. time period during which services covered by invoice were performed)
- 5) Invoice date.
- 6) Invoice number.
- 7) State assigned Contract number.
- 8) State assigned Purchase Order number(s).
- 9) Goods or services provided.
- 10) Amount due; and
- 11) Any additional documentation required by regulation or the Contract.
- 12) Consultants must submit a consultant log with their invoice.

B. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor: however, is not exempt from such sales and use taxes and may be liable for the same.

C. Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed, and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

XI. Partial/Multiple Consultants

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The MSDE reserves the right to award contracts to multiple consultants for the services and materials required in this RFQ.

XII. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this contract.

XIII. Most Favorable Bid Price

The State reserves the right to award the contract to the responsive and responsible bidder submitting the most favorable bid price for providing the goods and services, as specified in this RFQ.

XIV. Tie-bids

If bids are received from responsive and responsible Bidders that are identical in prices, terms and conditions, and which meet all requirements set forth in the solicitation, an award will be made in accordance with State Regulations 21.05.02.14B. If a tie still exists, the Bidder with the most experience shall be used to determine the successful Bidder.

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**EXHIBIT A
BID FORM**

**(ONLY ENTER THE COST PER HOUR, TOTAL COST, AND
TOTAL PROJECT COST ON THIS FORM.)**

DETAILED COST CATEGORY	Proposed # of Hours	Times	Cost per Hour	Total Cost
Scope of Work as described in Section III of this RFQ: Responsibilities and Tasks	990	X	\$	\$
TOTAL PROJECT COST				\$

*Submit this Exhibit A and all supportive itemized pricing, a letter of interest and a resume.

Exhibit A: Price per day or per hour is to include all costs incurred both direct and indirect in delivering a product or service, which includes, but is not limited to travel, lodging, food, etc. All bids submitted shall be identified with RFQ #.

- ◆ **Late bids shall not be accepted.**
- ◆ **Faxed or mailed bids shall not be accepted.**

VENDOR'S NAME: _____
Print

VENDOR'S ADDRESS: _____
City State Zip

VENDOR'S FEDERAL ID or SS# _____

NAME OF AUTHORIZED: _____
Print

SIGNATURE: _____

TITLE: _____

TELEPHONE NO: _____ DATE: _____

E-MAIL: _____

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FAX NO. _____

ARE YOU **REGISTERED TO DO BUSINESS** WITH THE STATE OF MARYLAND?

IF NOT, PLEASE REGISTER HERE: <https://businessexpress.maryland.gov/>

YOUR BUSINESS MUST BE REGISTERED WITH THE STATE OF MARYLAND TO BE AWARDED A CONTRACT.

ARE YOU A REGISTERED **SMALL BUSINESS**? YES ___ NO ___

IF YES: MARYLAND STATE CERTIFICATION # _____

IF YOU ARE NOT REGISTERED AS A **SMALL BUSINESS**, PLEASE VISIT THE FOLLOWING FOR MORE INFORMATION:

<http://goma.maryland.gov/Pages/sbr-Program.aspx>

ARE YOU A REGISTERED **MINORITY BUSINESS ENTERPRISE**? YES ___ NO ___

IF YES: MARYLAND STATE CERTIFICATION # _____

FOR MORE INFORMATION AND TO SEE IF YOUR BUSINESS QUALIFIES AS AN MBE/VSBE/DBE WITH THE STATE OF MARYLAND, PLEASE VISIT THE MARYLAND DEPARTMENT OF TRANSPORTATION.

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**EXHIBIT B
ACCESSIBILITY REQUIREMENTS**

These MSDE Supplemental Requirements are in addition to the requirements otherwise set forth in the solicitation. In the event of any conflict or inconsistency in any language in the solicitation or the Contract, the stricter language shall apply.

1.1 Accessibility Compliance

- A. The State is committed to ensuring that digital technology and services are accessible to individuals with disabilities in compliance with all applicable federal and State laws, regulations, and applicable technical standards. The Contractor shall be responsible for ensuring that any and all products and/or services provided under this Contract shall meet all accessibility requirements and standards set forth in applicable federal and State laws and regulations, including, without limitation, Education Article § 7-910 of the Annotated Code of Maryland, COMAR 13a.06.05, Title II of the Americans with Disabilities Act, the Federal Rehabilitation Act of 1973, 28 C.F.R. 35 (including the Final Rule on “Accessibility of Web Content and Mobile Apps Provided by State and Local Governments” the (“Final Rule”)), and the technical standard set forth in the Web Content Accessibility Guidelines (“WCAG”) 2.1, Level AA. The Contractor acknowledges that MSDE seeks to comply, and expects compliance from the Contractor, with the Federal Rule immediately. If any laws, regulations, or standards regarding accessibility of the provided products or services change during Contract performance, the Contractor shall agree to modify its products or services to comply with the changed laws, regulations, or standards.
- B. The Contractor guarantees that all documents, materials, and other deliverables produced or provided as part of this Contract will be fully and equally accessible to persons with disabilities under all applicable federal and State laws and regulations, including those referenced in subsection A of this Section. If the documents, materials, and other deliverables are to be distributed or posted to MSDE’s website, final versions shall be ready for posting with no additional modification to the documents, materials, or other deliverables necessary to be performed by MSDE. This includes documents and materials provided in English, as well as those documents and materials that the Contractor is required to translate into another language.
- C. The Contractor guarantees that all digital tools and/or any web content and mobile app services supplied under this Contract meet the accessibility standards set forth in WCAG 2.1 Level AA. Further, the Contractor guarantees all digital tools and/or any web content and mobile app services supplied under this Contract conform to meet any requirements under all applicable Federal and State laws and regulations, including those referenced in subsection A of this Section.
- D. The Contractor agrees to adhere to all requirements of Education Article § 7-910 and any applicable regulations. The Contractor also agrees to adhere to all requirements set forth in 28 C.F.R. 35, including Final Rule, as it relates to the services provided to the State by the Contractor.

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- E. The Contractor may not provide non-accessible or alternative non-conforming digital tools or any web content and mobile app services unless exceptions are specifically authorized in writing to do so by the State. Any conforming alternative version of any digital or any web content and mobile app services, or any portion thereof, must be approved in writing by the State.
- F. If there is any conflict or inconsistency in the solicitation or the resulting Contract regarding accessibility standards that must be met by the Contractor, the higher standard shall prevail. Any attempt by the Offeror/Bidder or Contractor to limit its compliance with accessibility laws, regulations, or solicitation requirements in its proposal/bid shall not be allowed and such language shall be considered void in the event the parties enter into a Contract.
- G. If there is a technical proposal submitted in response to a request for proposals (“RFP”), the Offeror shall describe how its products and/or services are accessible under applicable laws, regulations, and the WCAG 2.1, Level AA technical standard.
- H. If there is a bid submitted in response to an invitation for bids (“IFB”), the Bidder hereby warrants that its products and/or services are accessible under applicable laws, regulations, and the WCAG 2.1, Level AA technical standard.
- I. If this Contract is the result of a sole source procurement or intergovernmental cooperative purchasing agreement (including a participating addendum), the Contractor hereby warrants that its products and/or services are accessible under applicable laws, regulations, and the WCGA 2.1, Level AA technical standard.
- J. In its technical proposal, the Offeror shall clearly inform the State if it believes that accessibility compliance will result in an undue financial or administrative burden to the State without including any pricing information. However, any final determination of any undue financial or administrative burden shall rest solely with the State and, unless directed otherwise, the Offeror must still adhere to all applicable accessibility laws and technical requirements. The Offeror shall structure its technical and financial proposals based upon adherence to all applicable accessibility laws and technical requirements.

1.1.1 Accessibility Maintenance and Support

During the Contract term, the Contractor shall provide ongoing maintenance and support for accessibility for provided products and services, including, but not limited to, any digital tools and any web content and mobile app services. The ongoing maintenance and support shall consist of, at a minimum, the services described in this section.

- A. Accessibility Compliance Audits. The Contractor shall periodically, but no less than annually, conduct accessibility compliance audits, to ensure continued compliance with all applicable laws, regulations, and the WCAG 2.1 Level AA technical standard. This audit shall be a Voluntary Product Accessibility Template (VPAT) and the VPAT must adhere to the current published standards (currently - version 2.5 REV WCAG or 2.5 REV 508 or their latest

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rendition). The audit must include a list of identified WCAG 2.1 Level AA areas of non-compliance and estimated remediation timeframes. The results of the audit shall be provided to the Contract Monitor no later than 120 days after the Contract start date and annually thereafter. The State reserves the right to request additional accessibility compliance audits, at no additional cost to the State if the State, in its sole discretion, determines there is a need for an audit more than annually.

B. State-Conducted Accessibility Compliance Audits. The State reserves the right to conduct its own accessibility compliance audit in order to determine if the Contractor is in compliance with all applicable laws, regulations, and the WCAG 2.1 Level AA technical standard. MSDE's failure to conduct an accessibility compliance audit does not waive the duties and obligations of the Contractor to comply with all applicable laws, regulations, and technical standards related to accessibility.

C. Accessibility Remediation. The Contractor shall remediate any identified non-compliance with any applicable laws, regulations, and the WCAG 2.1, Level AA technical standard, conduct validation testing, and provide documentation of the testing results within thirty (30) days of notification of its discovery of any non-compliance or notice of any non-compliance, whichever is earlier. The remediation shall be at no additional cost to the State. The Contract Monitor may allow an additional time for remediation, if the Contractor appears to be working diligently toward remediation but cannot meet the thirty (30) day deadline.

1.1.2 Accessibility Compliance Indemnity and Potential Penalties.

A. For purposes of clarification, the Contractor's indemnification obligations set forth in the Contract shall include the accessibility compliance requirements set forth in this Section and any claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', compliance with applicable laws, regulations, and guidelines associated with accessibility compliance. Nothing in this Section shall be viewed as limiting the indemnification requirements and obligations set forth in the Contract.

B. Any limitation of liability clause in the Contract shall not apply to accessibility compliance and the Contractor's liability shall be unlimited.

C. In addition to the indemnification obligations set forth in this Section and in this Contract, if the Contractor fails to meet the equivalent access standards required by any applicable federal or State law or regulation, it may be assessed civil penalties or fine, including those set forth in Education Article § 7-910.

1.1.3 Third-Party Technology

The Contractor acknowledges and agrees that supplying third-party technology, products, or services does not exempt the Contractor from ensuring that the products or services provided under this Contract comply with the accessibility requirements of this Section. The Contractor bears sole responsibility for determining the accessibility of such technology, products, or services and must ensure that any product can be edited or remediated as necessary to comply with accessibility standards.

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1.1.4 Information Technology Supplemental

The Information Technology Supplemental section entitled “Nonvisual Access” shall be construed in its entirety to require the Contractor to meet all accessibility requirements set forth in Federal and State laws and regulations, regardless of whether a disability and the corresponding accessibility requirement is related to vision. All subsections of “Nonvisual Access” shall be interpreted broadly and liberally to extend beyond vision in order to comply with all applicable accessibility and equivalent access standards.

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CONTRACT TERMS AND CONDITIONS

1. **Contract Modifications:** Control of the design and administration of the Contract is the exclusive responsibility of MSDE. MSDE reserves the right to change components of the design and/or substitute tasks on an equal basis should the need arise after the Contract award. These substituted tasks which are on an equal basis with the tasks in the Contract shall be subject to the following conditions: i. Changes in tasks will not increase the overall scope of work described in the solicitation nor the amount of the Contract award. ii. Changes will not be suggested for any specific task once the Contractor has begun work on it. iii. All changes will be submitted to the Contractor in writing by MSDE. Any changes to the Contract requested by MSDE or by the Contractor that will affect the scope/cost of the Contract or that are made after the work has begun will be negotiated between MSDE and the Contractor in the following fashion: i. A written request shall be made by either party. ii. The request shall be relayed to any other contractual party impacted by the proposed change. iii. Written acceptance shall be issued by the other party(ies) with cost, time line, and/or task changes negotiated by all parties. Changes shall not be binding until such written acceptance has been completed by all parties and approved by MSDE, as well as other State approvals as required. Amendments may not significantly change the scope of this Contract (including the Contract price).
2. **Non-Hiring of Officials and Employees:** No official or employee of the State of Maryland, as defined under Md. Code Ann., State Government Article, § 15-102, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall during the pendency of term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.
3. **Disputes:** This Contract shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10. Pending resolution of a dispute, the Contractor shall proceed diligently with the performance of this Contract, as directed by the procurement officer. Unless a lesser period is provided by law or by contract, the Contractor must file a written notice of claim with the procurement officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier.
4. **Maryland Law Prevails:** The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Md. Code Ann., Commercial Law Article, Title 22) does not apply to this Contract or any software licenses acquired hereunder.
5. **Nondiscrimination in Employment:** The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of Md. Code Ann., State Finance and Procurement Article § 13-219, COMAR 21.07.01.08, and the commercial nondiscrimination provisions of Md. Code Ann., State Finance and Procurement Article, Title 19, Subtitle 1. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age sex, marital status, national origin, ancestry, or physical or mental disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials and, (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
6. **Contingent Fee Prohibition:** The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.
7. **Termination for Nonappropriation:** If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
8. **Termination for Default:** If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.
9. **Termination for Convenience:** The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A)(2).
10. **Anti-Bribery:** The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders; nor any employee of the Contractor who is directly involved in the business's contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
11. **Variations on Estimated Quantities:** () Required. Items deliverable in multiple quantities shall not vary from estimated quantities in an amount exceeding five percent. No adjustments to the unit prices shall be made based upon any variations in estimated quantities.
12. **Suspension of Work:** The procurement officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such a period of time as the procurement officer may determine to be appropriate for the convenience of the State.
13. **Pre-Existing Regulations:** In accordance with the provisions of Md. Code Ann., State Finance and Procurement Article § 11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.
14. **Financial Disclosure:** The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article § 13-221, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during the calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State certain specified information to include disclosures of beneficial ownership of the business.
15. **Political Contribution Disclosure:** The Contractor shall comply with Md. Code Ann., Election Law Article §§ 14-101 through 14-108, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or Contract by the State, a county, an incorporated municipality, or other agencies and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5 to cover the 6-month period ending July 31.
16. **Retention of Records:** The Contractor shall retain and maintain all records and documents relating to this Contract for three years after the final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times. This section shall survive expiration or termination of this contract.
17. **Compliance with Laws:** The Contractor hereby represents and warrants that it: A. is qualified to do business in the State of Maryland and that it will take such action, as from time to time hereafter, may be necessary to remain so qualified; B. is not in arrears with respect to 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 Contract; C. shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and D. shall obtain, at its expense, all licenses, permits, insurance, and government approvals, if any, necessary to the performance of its obligations under this Contract.
18. **Compliance with ADA:** Contractor shall comply with the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12101 *et. seq.* and applicable regulations. To the extent required by the ADA, Contractor's facilities, services, and programs shall be accessible to persons with disabilities. Contractor shall bear sole responsibility for assuring that its activities under this Contract conform to the ADA. Contractor shall indemnify and hold the State harmless in any administrative proceeding or other actions brought pursuant to the ADA for all damages, attorney's fees, litigation expenses, and costs, if such action or proceeding arises from the act of Contractor, Contractor's employees, agents, or subcontractors.
19. **Patents, Copyrights, and Intellectual Property:** If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
20. **Indemnification:** The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract. The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract. This section shall survive expiration or termination of this contract.