Request for Proposals

The Maryland Tobacco Quitline

SOLICITATION NO. DHMH OPASS- 12-10879

Issue Date: May 21, 2012

Minority Business Enterprises are Encouraged to Respond to this Solicitation
NOTICE

Prospective Offerors who have received this document from the Department of Health and Mental Hygiene’s web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that addenda to the RFP or other communications can be sent to them.

STATE OF MARYLAND
NOTICE TO OFFERORS/CONTRACTORS

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to respond on this Contract, please fax this completed form to: 410-333-5958 to the attention of the Procurement Officer.

Title: The Maryland Tobacco Quitline
Solicitation No: OPASS 12-10879

1. If you have responded with a "no response", please indicate the reason(s) below:

( ) Other commitments preclude our participation at this time.
( ) The subject of the solicitation is not something we ordinarily provide.
( ) We are inexperienced in the work/commodities required.
( ) Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
( ) The scope of work is beyond our present capacity.
( ) Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
( ) We cannot be competitive. (Explain in REMARKS section.)
( ) Time allotted for completion of the bid/proposals is insufficient.
( ) Start-up time is insufficient.
( ) Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
( ) Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
( ) MBE requirements. (Explain in REMARKS section.)
( ) Prior State of Maryland Contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
( ) Payment schedule too slow.
( ) Other: ________________________________

2. If you wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: ____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

Offeror Name: ___________________________ Date: _________________________

Contact Person: ___________________________ Phone (___) ___ - _____________

Address: ________________________________________________________________
## Request For Proposals: *The Maryland Tobacco Quitline*

**Solicitation Number:** DHMH OPASS 12-10879  
**Issue Date:** May 21, 2012  
**RFP Issuing Office:** Maryland Department of Health and Mental Hygiene  
Family Health Administration,  
Center for Health Promotion and Education  
**Procurement Officer:** Sharon Gambrill, CPPB  
Maryland Department of Health and Mental Hygiene  
Office of Procurement and Support Services  
201 West Preston Street  
Baltimore, Maryland 21201  
Phone Number: 410-767-5117  
Fax Number: 410-333-5958  
E-mail: GambrillS@dhmh.state.md.us  
**Contract Monitor:** Dawn Berkowitz, MPH, CHES  
Maryland Department of Health and Mental Hygiene  
Center for Health Promotion and Education  
201 West Preston Street  
Baltimore, MD 21201  
Phone: 410-767-2920  
Fax: 410-333-7903  
E-mail: dberkowitz@dhmh.state.md.us  
**Proposals are to be sent to:** Sharon Gambrill, CPPB  
Maryland Department of Health and Mental Hygiene  
Office of Procurement and Support Services  
201 West Preston Street  
Baltimore, Maryland 21201  
Phone Number: 410-767-5117  
Fax Number: 410-333-5958  
E-mail: GambrillS@dhmh.state.md.us  
**Pre-Proposal Conference:** June 5, 2012 at 1pm Local Time  
201 West Preston Street, Room 300  
Baltimore, Maryland 21201  
**Closing Date and Time:** July 09, 2012 at 2pm Local Time  
**MBE Subcontracting Goal:** 5 %
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SECTION 1 – GENERAL INFORMATION

1.1 Summary Statement

1.1.1 The Maryland Department of Health and Mental Hygiene (DHMH), Family Health Administration (FHA), Center for Health Promotion and Education (CHP), is issuing this Request for Proposals (RFP) from qualified Offerors for a telephone-based tobacco use cessation quitline (herineafter referred to as the “Quitline”) offering live cessation counseling services to participants that call 1-800-QUIT-NOW from Maryland. The Contractor shall also provide quit materials, medications, and text and web based support to participants.

1.1.2 The primary target audience for the Quitline is Maryland residents, including youth under 18 who smoke cigarettes or use other tobacco products and have shown a readiness to quit. The secondary target audience is health care professionals and health plans seeking technical assistance and advice on tobacco dependence treatment interventions. In addition, the Contractor is required to provide materials and support to the family and friends of tobacco users who may call the Quitline for information and advice on helping a tobacco user quit.

1.1.3 It is the State's intention to obtain services, as specified in this RFP, from a Contract between the successful Offeror and the State.

1.1.4 The Department intends to make a single award to the Offeror whose proposal is deemed to be the most advantageous to the State.

1.1.5 The Contractor, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the Contractor shall remain totally responsible for contract performance regardless of subcontractor participation in the work.

1.2 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

a. Center for Health Promotion and Education (CHP) – CHP is housed in the Maryland Department of Health and Mental Hygiene, Family Health Administration. CHP provides direction and administration of the Maryland Comprehensive Tobacco Control Program based on CDC’s (Centers for Disease Control and Prevention) Best Practices for Comprehensive Tobacco Control Programs.

b. COMAR – Code of Maryland Regulations available on-line at www.dsd.state.md.us

c. Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment A.

d. Contract Monitor (CM) – The State representative for this project that is primarily responsible for contract administration functions, including issuing written direction, monitoring this project to ensure compliance with the terms and conditions of the contract, and in achieving on budget/on time/on target (e.g., within scope) completion of the project.

e. Contractor – The selected Offeror that is awarded a Contract by the State.

f. DHMH – Maryland Department of Health and Mental Hygiene.
1.3 **Contract Type**

The Contract that results from this RFP shall be an indefinite quantity with fixed unit prices as defined at COMAR 21.06.03.06A(2).

1.4 **Contract Duration**

The Contract resulting from this RFP shall be for a period of approximately four years and seven months beginning on or about December 1, 2012 and ending on or about June 30, 2017. The Contractor shall provide services upon receipt of a Notice to Proceed from the Contract Monitor.
1.5 **Procurement Officer**

The sole point of contact in the State for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

Sharon Gambrill, CPPB  
Maryland Department of Health and Mental Hygiene  
Office of Procurement and Support Services  
201 West Preston Street  
Baltimore, Maryland 21201  
Phone: 410-767-5117  
Fax: 410-333-5958  
E-mail: GambrillS@dhmh.state.md.us

DHMH may change the Procurement Officer at any time by written notice.

1.6 **Contract Monitor**

The Contract Monitor is:

Dawn Berkowitz, MPH, CHES  
Maryland Department of Health and Mental Hygiene  
Center for Health Promotion and Education  
201 West Preston Street  
Baltimore, MD  21201  
Phone: 410-767-2920  
Fax: 410-333-7903  
E-mail: dberkowitz@dhmh.state.md.us

DHMH may change the Contract Monitor at any time by written notice.

1.7 **Pre-Proposal Conference**

A Pre-Proposal conference (Conference) will be held on June 5, 2012 beginning at 1pm, at 201 West Preston Street, Room 300 Baltimore, MD 21201. A telephone conference line will also be provided. See Attachment E for instructions. Attendance at the pre-proposal conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

The Pre-Proposal Conference will be summarized. As promptly as is feasible, subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFP. This summary will also be posted on eMaryland Marketplace.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, please email the Pre-Proposal Conference Response Form to the attention of Vern Shird at vshird@dhmh.state.md.us no later than June 1, 2012. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please email Vern Shird at vshird@dhmh.state.md.us no later than May 29, 2012. DHMH will make a reasonable effort to provide such special accommodation.
### 1.8 eMarylandMarketplace

Each Offeror must indicate their eMaryland Marketplace (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of their Technical Proposal submission to this RFP.

eMM is an electronic commerce portal administered by the Maryland Department of General Services. In addition to using the DHMH web site [http://www.dhmh.md.gov/procumnt/procopps.html](http://www.dhmh.md.gov/procumnt/procopps.html) and possibly other means of transmission, the RFP, associated materials, summary of the pre-proposal conference, Offeror questions and Department responses, addenda, and other solicitation related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to [https://ebidmarketplace.com](https://ebidmarketplace.com) and click on “Registration” to begin the process then follow the prompts.

### 1.9 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the Pre-Proposal conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile, or preferably by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference and should be submitted to the Procurement Officer in a timely manner prior to the proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the proposal due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

### 1.10 Proposals Due - Date and Time

An unbound original and seven (7) of bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in sub-section 1.5, no later than 2pm Local Time on July 09, 2012 in order to be considered. An electronic version (CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (CD) of the Financial Proposal in MS Word format must be enclosed with the original financial proposal. Ensure that the CDs are labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial). (See Section 4.2 Proposals)

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02, proposals received by the Procurement Officer after the due date, July 09, 2012 at 2pm Local Time will not be considered.

Proposals may not be submitted by e-mail or facsimile.
1.11 **Duration of Offer**

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.12 **Revisions to the RFP**

If it becomes necessary to revise this RFP before the due date for proposals, addenda will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. In addition, addenda to the RFP will be posted on the DHMH Current Procurements web page and through eMarylandMarketplace. Addenda made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all addenda to this RFP issued before the proposal due date must accompany the Offeror’s proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of addenda to the RFP issued after the proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with its terms, additions, deletions or corrections.

1.13 **Cancellations; Discussions**

The State reserves the right to cancel this RFP, accept or reject any and all proposals (in whole or in part) received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

1.14 **Oral Presentation**

Offerors may be required to make oral presentations to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror’s proposal and is binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations. Typically, oral presentations occur approximately two weeks after the proposal due date.

1.15 **Incurred Expenses**

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

1.16 **Economy of Preparation**

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror's proposals to meet the requirements of this RFP.
1.17 Protests/Disputes

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.18 Multiple or Alternate Proposals

Multiple proposals will not be, and alternate proposals will not be, accepted.

1.19 Public Information Act Notice

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6. (See RFP Section 4.4.3.2, Claim of Confidentiality). This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents.

1.20 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror’s proposal. Additional information regarding MBE subcontractors is provided under paragraph 1.24. If an Offeror that seeks to perform or provide the services required by this RFP is a subsidiary of another entity, all information submitted by the Offeror, such as, but not limited to, references and financial reports shall pertain exclusively to the Offeror unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror’s proposal must contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.21 Standard Contract

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached herein as Attachment A. Any exceptions to this RFP or the Contract must be raised prior to offer submission. Changes to the solicitation or Contract made by the Offeror shall result in rejection of the Offeror’s proposals.

1.22 Proposal Affidavit

A proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

1.23 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included as Attachment C of this
RFP. This Affidavit must be provided within five business days of notification of proposed Contract award, however, to speed processing the Offeror is urged to include it with the Technical Proposal.

### 1.24 Minority Business Enterprises

A minimum overall MBE subcontractor participation goal of **5%** has been established for the services resulting from this Contract. See Attachment D.

1.24.1 A bidder or offeror must include with its bid or offer a completed **Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D1)** whereby:

1. The bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.

2. The bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The bidder or offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Attachment D1 with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

1.24.2 Offerors are responsible for verifying that the MBE(s) selected to meet the subcontracting requirement and subsequently identified in Attachment D-1 is appropriately certified and has the correct NAICS codes allowing it to perform the intended work. The MDOT MBE Directory may be found on the Web at: [http://mbe.mdot.state.md.us/directory/](http://mbe.mdot.state.md.us/directory/). See 1.24.4 below.

1.24.3 Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

1. Outreach Efforts Compliance Statement (Attachment D2)
2. Subcontractor Project Participation Statement (Attachment D3)
3. If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.
4. Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is non-responsive and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

1.24.4 A current directory of certified Minority Business Enterprises is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, 7201 Corporate Center Drive, P.O. Box 548, Hanover, Maryland 21076. The phone numbers are 410-865-1269, 1-800-544-6056 or TTY 410-865-1342. The directory is also available at [http://www.mdot.state.md.us/directory/](http://www.mdot.state.md.us/directory/). The most current and up-to-date information on Minority Business Enterprises is available via this website.
1.25 **Arrearages**

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of the Contract if selected for Contract award.

1.26 **Procurement Method**

This Contract will be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03.

1.27 **Verification of Registration and Tax Payment**

Before a corporation can do business in the State it must be registered with the Department of Assessments and Taxation.

Address: State Office Building, Room 803  
301 West Preston Street  
Baltimore, Maryland 21201

Web Address: [http://www.dat.state.md.us/sdatweb/datanote.html](http://www.dat.state.md.us/sdatweb/datanote.html)

It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror’s failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.28 **False Statements**

Offerors are advised that the Md. Code Ann., State Finance and Procurement Article, §11-205.1 provides as follows:

(a) In connection with a procurement contract a person may not willfully:

- Falsify, conceal, or suppress a material fact by any scheme or device;
- Make a false or fraudulent statement or representation of a material fact; or
- Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

(b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

(c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding $20,000 or imprisonment not exceeding five years or both.

1.29 **Payments by Electronic Funds Transfer**

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. Payment by electronic funds transfer is
mandatory for contracts exceeding $100,000. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at: http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf

1.30 Living Wage Requirements

A solicitation for services under a State contract valued at $100,000 or more may be subject to Md. Code Ann., State Finance and Procurement Article, Title 18. Additional information regarding the State’s living wage requirement is contained in Attachment G. Offerors submitting Financial Proposals of $100,000 or more must complete and submit the Maryland Living Wage Requirements Affidavit (Attachment G-1) with their proposals. If an Offeror fails to complete and submit the required documentation, the State may determine an Offeror to be non-responsive under State law.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George’s, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Offeror must identify in its Technical Proposal the location(s) from which services will be provided.

- If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s), the Contract will be a Tier 1 Contract.
- If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.

If the Contractor provides more than 50% of the services from an out-of-State location, then the Contract will be deemed to be a Tier 1 Contract. The Offeror must identify in its Technical Proposal the location(s) from which 50% or more of the Contract services will be provided.

Information pertaining to reporting obligations may be found by going to the DLLR Website http://www.dllr.state.md.us/ and clicking on Living Wage.

1.31 Prompt Payment Policy

This procurement and the contracts to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor’s Office of Minority Affairs and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3 and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror must comply with the prompt payment requirements as outlined in sub-section 31 of the contract resulting from this solicitation (see Attachment A). Additional information is available on the GOMA website at:
1.32 Federal Funding Acknowledgement and Certifications

1.32.1 There (☐ are) (☐ are not) programmatic conditions that apply to this contract, regardless of the type of funding. If applied, these conditions are contained in Attachment H.

1.32.2 The total amount of Federal funds allocated for the total amount of federal funds allocated for the Maryland Department of Health and Mental Hygiene, Family Health Administration is **$137,002,507** in Maryland State fiscal year **2011**. This represents 64% of all funds budgeted for State of Maryland fiscal year **2011** in the program. This does not necessarily represent the amount of funding available for any particular grant, contract, or Request for Proposals.

1.32.3 This solicitation (☐ does) (☐ does not) contain federal funds. If contained, the source of these federal funds is *State Supplemental Funding for Healthy Communities, Tobacco Prevention and Control, Diabetes Prevention and Control, and BRFSS*. The CFDA number is **93.520**. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds Attachment H. Acceptance of this agreement indicates your intent to comply with all conditions, which are part of this agreement.

1.33 HIPAA - Business Associate Agreement

Based on the determination by DHMH that the functions to be performed in accordance with Section 2 of this RFP constitute Business Associate functions as defined in HIPAA, the bidder shall execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501 and set forth in Attachment J. The fully executed business associate agreement must be submitted within 10 working days after notification of award or award of contract, whichever is earlier. Should the Business Associate Agreement not be submitted upon expiration of the ten-day period as required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the next qualified Offeror.

1.34 Conflict of Interest Affidavit and Disclosure

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Contractor’s personnel and each of the participating subcontractor personnel shall be required to complete agreements such as Attachment K, Conflict of Interest Affidavit and Disclosure. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

1.35 Non-Visual Access

By submitting a proposal, the Offeror warrants that the information technology offered under the proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent. For purposes of this Contract, the phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use
information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) - keyword nva.

### 1.37 Electronic Procurements Authorized

**A.** Under COMAR 21.03.05, unless otherwise prohibited by law, the Department of Health & Mental Hygiene (DHMH) may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in the Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21, Annotated Code of Maryland.

**B.** Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the bidder/offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the RFP or the Contract.

**C.** “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, electronic mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g. eMarylandMarketplace.com), and electronic data interchange.

**D.** In addition to specific electronic transactions specifically authorized in other sections of this RFP (e.g. §1.30 related to EFT) and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

1. The Procurement Officer may conduct the procurement using eMarylandMarketplace, e-mail or facsimile to issue:
   
   (a) the solicitation (e.g. the RFP);
   (b) any amendments;
   (c) pre-proposal conference documents;
   (d) questions and responses;
   (e) communications regarding the solicitation or proposal to any Offeror or potential Offeror including requests for clarification, explanation, or removal of elements of an Offeror's proposal deemed not acceptable;
   (f) notices of award selection or non-selection; and
   (g) the Procurement Officer’s decision on any protest or Contract claim.

2. An Offeror or potential Offeror may use e-mail or facsimile to:

   (a) ask questions regarding the solicitation;
   (b) reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
   (c) request a debriefing; or,
   (d) submit a "No Bid Response" to the solicitation.
3. The Procurement Officer, the State's Contract Monitor and the Contractor may conduct day-to-day Contract administration, except as outlined in section 5 of this subsection utilizing e-mail, facsimile or other electronic means if authorized by the Procurement Officer or Contract Monitor.

E. The following transactions related to this procurement and any Contract awarded pursuant to it are not authorized to be conducted by electronic means:

1. submission of initial bids or proposals;
2. filing of protests;
3. filing of Contract claims;
4. submission of documents determined by DBM to require original signatures (e.g. Contract execution, Contract modifications, etc); or
5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor, Bidder or Offeror be provided in writing or hard copy.

F. Any facsimile or electronic mail transmission is only authorized to the facsimile numbers or electronic mail addresses for the identified person as provided in the RFP, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

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SECTION 2 – OFFEROR MINIMUM QUALIFICATIONS

The Department of Health and Mental Hygiene (DHMH) has established the following minimum requirements with respect to this Contract:

1. Membership in the North American Quitline Consortium (NAQC). [For membership information, see http://www.naquitline.org/]

Proof of membership shall be submitted to substantiate membership per RFP Sec 4.4.2a

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SECTION 3 – SCOPE OF WORK

3.1 Purpose

3.1.1 Purpose – General

The purpose of this solicitation is to establish a contract to operate the toll-free telephone number for the Maryland Tobacco Quitline – the National Cancer Institute’s 1-800-QUIT NOW (1-800-784-8669) – to assist Marylanders, including youth under 18, with quitting smoking or using any product that contains tobacco. The Contractor shall provide quit materials, medications, text and web based support to participants as furthered outlined within this scope of work, along with counseling services, all free of charge to Maryland residents.

3.1.2 Background Information

Tobacco use remains Maryland’s leading cause of preventable death, killing an estimated 6,800 people each year with almost 150,000 additional adults suffering daily from one or more diseases caused by cigarette smoking alone. These numbers do not include those who become sick or die as a result of smoking cigars, using other tobacco products, or from exposure to secondhand smoke.

The annual cost of treating cancers and diseases caused by cigarette smoking alone was estimated to be $2.2 billion in Maryland in 2004 and will likely increase to between $3.5– $5.0 billion annually by 2015. The human and economic toll that smoking and tobacco use exacts from Maryland residents, the Maryland economy, and the Maryland budget, can be reduced through a long-term sustained effort to reduce the use of tobacco products in this State. The cost of treating disease caused by cigarette smoking inflates the tax burden on the average Maryland household by an estimated $622 every year.

Over 600,000 adult Marylanders are current smokers. The vast majority of these smokers want to completely quit smoking. Tobacco products are highly addictive. Please see Legislative report for additional background at: http://crf.maryland.gov/pdf/2009crf_biennial_tobacco_legis_rpt.pdf

Secondhand tobacco smoke contains at least 250 chemicals that are known to be toxic or carcinogenic, and nonsmokers’ exposure to secondhand smoke. Even brief exposures to relatively small concentrations of secondhand smoke can cause large increases in the risk of heart disease. Secondhand smoke also increases risks for cancer and many other health problems including thousands of cases of bronchitis, pneumonia, inner ear infection, and asthma in Maryland infants and children. According to the Maryland Pregnancy Risk Assessment Monitoring System (2001-2007), nearly 18% of mothers reported smoking just before they got pregnant. Nine percent quit smoking before their last three months of pregnancy; however, the remaining 9% continued smoking cigarettes throughout their pregnancy. Approximately 5% of those who quit smoking during pregnancy resumed smoking after delivery, for a total of 14% of mothers reporting smoking postpartum. See PRAMS Report at: http://fha.maryland.gov/pdf/mch/smoking_2009.pdf
CHP provides direction and administration of the Maryland Comprehensive Tobacco Control Program, and has developed the following goals, based on the CDC Best Practices for Comprehensive Tobacco Control Programs (2007)\(^1\):

- **Goal #1 – Reduce Smoking and Tobacco Use.**
  The Program goal is to reduce smoking and tobacco use in Maryland by *at least 50%* from 2000 baseline of 21.5%, and to sustain or increase that reduction over the long-term.

- **Goal #2 – Reduce Disparities in Tobacco Use.**
  The Program goal is to reduce relatively higher tobacco use among youth and adult minority populations and adults of low socio-economic status.

- **Goal #3 – Reduce Exposure to Secondhand Smoke.**
  The Program goal is to reduce adult exposure to secondhand smoke in the workplace as well as to reduce youth exposure to secondhand smoke.

- **Goal #4 – Increase Smoking Cessation.**
  The Program goal is to increase the number and proportion of adults who want to quit smoking, are trying to quit smoking, and who succeed in quitting smoking and use of other tobacco products.

In order to reach its goals, Maryland has created an infrastructure that encompasses various resources, including:

- Legal Resource Center for Tobacco Regulation, LRC ([http://www.law.umaryland.edu/programs/tobacco/index.html](http://www.law.umaryland.edu/programs/tobacco/index.html))
- Maryland Resource Center for Quitting Use and Initiation of Tobacco, MDQuit ([www.mdquit.org](http://www.mdquit.org))
- Fax To Assist
- Statewide Youth Tobacco Use Prevention Coalition, Maryland Teens Rejecting Abusive Smoking Habits, TRASH ([www.marylandtrash.com](http://www.marylandtrash.com))
- Statewide College Tobacco Control Coalition, Students Together Organizing Prevention Strategies, STOPS ([www.marylandstops.com](http://www.marylandstops.com))
- The Maryland Tobacco Quitline, 1-800-QUIT-NOW, a free telephone-based counseling service to help tobacco users quit ([www.smokingstopshere.com](http://www.smokingstopshere.com)).
- Local Health Department programs in each of Maryland’s 24 jurisdictions
- Network of statewide supporters and partners
- Various health communication initiatives

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3.2 **Scope of Work - Requirements**

3.2.1 **Service Delivery** – The Contractor shall implement, at no-charge to the participant, the toll-free telephone-based tobacco use cessation Quitline to assist Marylanders, including youth under 18, with quitting smoking or using any product that contains tobacco. Protocols used by Contractor for all counseling via phone, web, and text must be based on research showing effectiveness in inducing behavior change and in line with the Center for Disease Control and Prevention’s *Telephone Quitlines: A Resource for Development, Implementation, and Evaluation*, the Community Preventive Services Task Force recommendations (http://www.thecommunityguide.org/to tobacco), North American Quitline Consortium (NAQC), and the *U.S. Public Health Service’s Clinical Practice Guideline on Treating Tobacco Use and Dependence* (http://www.surgeongeneral.gov/tobacco). All protocols require review and approval by the CHP. The Contractor may recommend to CHP any revisions to protocol, to keep pace with research on effective telephone-based tobacco dependence treatment interventions. All services provided by the Contractor shall be culturally appropriate and tailored to populations as evidenced.

The Contractor shall provide the following services:

3.2.1.1.1 Provide screening and registration of all participants to determine the services desired by the participant and the services for which the participant is eligible. Screening and registration of tobacco users must include, but not be limited to, obtaining the Minimum Data Set (MDS) questions as recommended by the NAQC (http://www.naquitline.org/default.asp?page=mds), and screening for data in Attachment M. The Contractor shall also obtain permission of the participant if they are willing to participate in follow up services and evaluation.

3.2.1.1.2 Provide comprehensive, reactive and proactive, evidenced phone-based behavioral counseling to interested participants, assist the participant to develop a personalized quit plan during phone counseling sessions, refer participants with available health plan coverage for tobacco dependence treatment, and refer to community-based services, if the participant desires this and services are available. Counseling services shall include:

1. Reactive or Single-Contact Counseling Services: One session between a participant and a cessation counselor that includes cognitive-behavioral counseling interventions.

2. Proactive or Multiple-Contact Counseling Services: One or more sessions between a participant and a cessation counselor that include cognitive-behavioral counseling interventions, and one or more further counselor-initiated follow-up contact(s) with the participant at relapse-sensitive times to assess the participant’s quit status and to support the continued quit attempt. The design of these multiple-contact counseling services shall be based on research showing effectiveness in inducing behavior change and in line with the Community Preventive Services Task Force recommendations (http://www.thecommunityguide.org/to tobacco), North American Quitline Consortium (NAQC), and the *U.S. Public Health Service’s Clinical Practice Guideline on Treating Tobacco Use and Dependence* (http://www.surgeongeneral.gov/tobacco). All protocols and number of sessions require review and approval by CHP. CHP may want to provide more or less sessions based on participant need and program funding

3. Provide web-based and text support counseling. Services may be provided as stand-alone or in support of phone counseling services. Offerors shall describe how their interactive text messages and web-based support are personalized to each participant’s quit plan prior to and after designated quit date. Protocols used shall be based on research showing effectiveness in inducing behavior change and in line with the Community Preventive Services Task Force
recommendations (http://www.thecommunityguide.org/tobacco), North American Quitline Consortium (NAQC), and the U.S. Public Health Service’s Clinical Practice Guideline on Treating Tobacco Use and Dependence (http://www.surgeongeneral.gov/tobacco). All protocols require review and approval by CHP. Offerors shall provide rationale for level of service provided. Reporting for these services is outlined in Attachment M.

3.2.1.1.3 Provide and send information and materials to tobacco users and non-tobacco users on tobacco dependence and its treatment, the dangers of secondhand smoke, and other tobacco-related information as requested by the participant. Information may include advice for family and friends on helping a tobacco user quit, and providing appropriate support through a quit attempt. The Contractor shall develop, provide, and mail evidence-based cessation support materials that address self-help cessation techniques for tobacco users when requested by the participant within two (2) business days of the request. At a minimum, the Contractor must make available tailored materials for smokers, smokeless tobacco users, pregnant women, and youth. At a minimum, materials shall meet low literacy level needs with readability of 5th grade, utilize pictures and graphics extensively, and be available in English and Spanish. Materials may be required in additional languages, at no additional charge, if call volume or other analysis by either the Contractor or the CHP indicates the need. CHP approval of all materials provided to Marylanders is required. The Contractor may use existing materials as approved by CHP, and all materials must be identified as being provided by the Maryland Tobacco Quitline with appropriate logos as provided by CHP.

3.2.1.1.4 Offer and send FDA approved pharmacotherapy to eligible participants. Under the existing contract, a four week supply of Nicotine Replacement Therapy (NRT) (patch or gum) is offered only to participants that agree to more than one call. This eligibility and quantity is subject to change based upon the determination of CHP. CHP may want to send out other weekly amounts, such as a 2 week supply, based on participant need and program funding.

3.2.1.1.5 Provide administration of CHP’s clinic-based patient referral system, Fax To Assist, used by CHP selected and trained providers to refer participants to Quitline services. The Contractor shall be able to receive referrals and provide feedback electronically through Electronic Health Record systems as well as through faxes. The Contractor shall provide a report reflecting the level of service provided for the referred participant to the referring provider or manager as approved by CHP. CHP’s current clinic-based referral process is fax based. In addition, the Contractor shall provide follow-up calls to patients that were discharged from hospitals and report back to hospital entities.

3.2.1.1.6 Provide technical assistance and consultation for healthcare professionals on effective tobacco dependence treatment issues. Topics may include up-to-date information about Nicotine Replacement Therapy (NRT) or other pharmacotherapy, referrals to the Quitline, implementation of in-office procedures following the U.S. Public Health Service’s (PHS’s) Clinical Practice Guidelines on Treating Tobacco Use and Dependence, complicated patient case management issues, and community-based tobacco cessation programs.

3.2.1.1.7 Participate on a monthly conference call on the progress of Quitline services.

3.2.1.1.8 The Contractor shall be responsible for the transfer of the toll free number and participant data information from the current Contractor within two days of the notice to proceed. All data transfer must comply with HIPPA. The current contract is held with Alere Wellbeing Inc.
3.2.2  **Business and System Capacity**

3.2.2.1  The Contractor shall provide qualified personnel, facilities, and equipment necessary to provide toll-free telephone, fax, and other support services as required in this RFP.

3.2.2.2  The Contractor shall use a TTY line and Video Relay Service capability (each utilizing a separate phone number) to provide services to the Deaf and Hard of Hearing.

3.2.2.3  The Contractor’s system must be able to handle simultaneous incoming and out-going calls with multi-lingual capability (at a minimum, English and Spanish shall be offered to callers). The system shall have at least 300 lines. The system must offer a communications server, automatic call distribution functionality, real-time monitoring of overall phone activity as well as individual calls, collection, analysis and reporting of data, and telephony integration allowing information exchange between voice and data systems. At a minimum, the system must be able to track, during and outside of hours of operation, “hits to the line”, abandonment rates, wait times, and length of call. The system must also be able to record all calls for quality assurance purposes for the entire contract term. See Section 3.2.4.3 for performance reporting.

3.2.2.4  The preference is that participants receive a “live” (human) answer rather than navigating an automated answering system. If the Contractor uses an automated answering system, the participant must not be required to select more than two options prior to speaking with a live person.

3.2.2.5  The Contractor must maintain the toll-free telephone number for the Maryland Tobacco Quitline, the National Cancer Institute’s 1-800-QUIT NOW or 1-800-784-8669, which is already in use. CHP will provide permission to the National Cancer Institute in order for the Contractor to transfer the calls. The Contractor shall work with CHP to assure transfer of the above Quitline telephone number, and must be willing to transfer all CHP-owned telephone numbers back to CHP in the event that a different Contractor is subsequently utilized in the future.

3.2.2.6  The Contractor shall have a fax referral system in place that allows any Maryland health care professional approved by CHP or its designee to fax a referral to the Maryland Tobacco Quitline toll-free, so that the Quitline may proactively contact a tobacco user to initiate services at no additional cost. The fax information sheet shall have the Maryland Tobacco Quitline logo on transmissions.

3.2.2.7  The Contractor shall be capable of identifying participants who may be eligible for Quitline services through a health plan, employer, or other resource and if such eligibility is determined, the Contractor must facilitate a transfer of those participants to the Quitline service for which they are eligible without any cost to CHP.

3.2.2.8  The Contractor shall maintain and update a database of community-based tobacco cessation services to which participants may be referred. CHP will provide a database and updates to the Contractor of appropriate community-based services.

3.2.2.9  The Contractor shall provide and have in place a disaster recovery plan to ensure that files and programs can be re-created in the event of loss by any cause, including a plan to safeguard data files.

3.2.2.10  The Contractor shall implement systems to assure confidentiality of participant records in accordance with HIPAA, MCMRA, and any other applicable standards.

3.2.3  **Hours of Operation**
3.2.3.1 The Contractor shall provide live answering of calls and counseling for a minimum of 100 hours per week, staffed seven days per week, including the hours of 7:00am – 7:00pm Eastern each day (exclusions apply – see 3.2.3.3) The Contractor shall record information and provide voicemail for any period outside the Quitline’s hours of operation.

3.2.3.2 The Contractor shall continuously monitor call volume to determine peak times for calls. Hours of staffing shall be modified to meet observed high volume times. The Contractor must assess call volume during hours of coverage and as needed in collaboration with media events.

3.2.3.3 The Contractor shall conduct all operations related to the performance of this contract in the United States. The Contractor is not required to operate Thanksgiving Day and Christmas Day, however coverage is expected for other holidays, especially New Year’s Day. Early closure on Christmas Eve and New Year’s Eve may be acceptable, however the time of early closure must be approved in advance by CHP.

3.2.4 Call Volumes and Performance Measures

3.2.4.1 The Contractor should anticipate providing services to a minimum of 7,000 to 10,000 registered participants per year. There are local health department community-based cessation resources throughout Maryland, but the Quitline is the primary tobacco dependence treatment service in the State.

3.2.4.2 Based on current Quitline services provided from July 1, 2010 through June 30, 2011 (Fiscal Year 2011) 7,126 Marylanders registered for services. 6,527 were tobacco users (includes all transfers, materials only, and general questions), 164 were Health Care Professionals, 114 were Family or Friends, and 323 were calls from the General Public. 5,190 participants completed call one, 1,744 completed call two, 942 completed call three, and 551 completed call four. There were 907 ad hoc calls. 4,423 quit materials were sent. A four week supply of the nicotine patch was sent to 3,825 tobacco users enrolled in the multiple call program and a four week supply of nicotine gum was sent to 1,054 tobacco users enrolled in the multiple call program. At this time all multiple call participants are eligible for four weeks of NRT; single call participants are not currently eligible. These figures are provided for informational purposes only. There is no guaranteed maximum or minimum for any number of calls or services to be provided by the Contractor. Actual volumes are subject to change.

3.2.4.3 The Contractor shall strive to meet all performance measures at 100% and provide reports to the Contract Monitor quarterly (See Attachment M) to document achievement or remedial plans for deficiencies of the following:

1. Calls received during operating hours to the Maryland Tobacco Quitline shall be connected to a registration staff member or Quitline specialist at the time of the initial call.
2. Self-help materials shall be sent within two business days after participant registers for services.
3. Voicemail messages shall be returned within one day of receipt. (80% of all registered tobacco users requesting an intervention shall complete an intervention call within one week of registration.)
4. The Contractor shall reach, or document an attempt to reach, all multiple call participants during their established appointment time for all intervention calls.
5. All multiple call participants shall receive a time-sensitive quit date call within 48 hours of their quit date. The quit date is the date that the participant chooses to quit using tobacco.
6. Call participants shall receive NRT within three business days of their order.
Additionally, the average initial answer speed shall be within 30 seconds with a 0% abandonment rate for calls waiting greater than 30 seconds following an initial client queue message (if a “live” response is not provided).

3.2.5 Management and Staffing

3.2.5.1 The Contractor shall provide a single point of contact (account representative) for communications between the Contractor and CHP.

3.2.5.2 The Contractor shall provide a staffing plan that details live call response and counseling for at least 100 hours per week, seven days per week. The Counseling staff shall have a bachelor’s or master’s degree in social work, psychology, or other behavioral health fields with a minimum of two years’ of counseling experience, preferably in tobacco cessation.

3.2.5.3 The Contractor shall assure a ratio of at least one supervisor to 15 counselors, and provide orientation and ongoing training for all staff. Training must include cultural competency. Staff performance on calls shall be regularly assessed by Contractor.

3.2.5.4 The Contractor shall have a full time clinical and medical director available to provide technical assistance and oversight of the Quitline services. Both must have medical and clinical license for the state in which they serve.

3.2.5.5 The Contractor shall provide quarterly updates on contract expenditures and payments, including call volume trending.

3.2.6 Data Collection and Reporting

3.2.6.1 The Contractor shall provide all reports as required in Attachment M. The Contractor shall submit weekly, monthly, quarterly, and annual reports to CHP to track use of the Quitline and other services provided, as well as participant participation levels and progress. The Contractor’s computerized tracking system to document Quitline activity must be able to accurately tabulate discrete individuals, services provided, participant demographics, and other characteristics including referrals into and out of the system. The system must be able to produce reports on the types and amounts of services provided per participant, call patterns by time of day, day of week and month, and estimates of costs by types of services, provided consistent and compliant with the reporting requirements in Attachment M. The Contractor shall also provide data as requested by CHP for CDC grant reporting including the CDC data warehouse and NAQC reporting requirements. When Quitline promotions through television or other activities are expected to generate high call volumes, the Contractor shall provide to the Contract Monitor daily call volume reports.

3.2.6.2 The Contractor shall also collect data that measures the performance of the Contractor in terms of waiting time for participants, volume of calls received during times when a live answer is not available, abandonment rates, the number and percent of registrants who complete interventions, and accuracy of counseling information given by the staff. In addition, the Contractor must track and report on the performance measures as described in Section 3.2.4.3 of this document.
3.2.6.3 CHP is the sole owner of the participant information database. Participant data from the Maryland Tobacco Quitline may not be used by the Contractor for any purpose other than the services performed under this contract without prior written approval of the CHP.

3.2.7 Quality Performance Plan

3.2.7.1 The Contractor shall follow and provide to CHP a comprehensive quality performance plan. The quality performance plan must describe the procedures, standards, and measures to be used to ensure quality and timeliness of counseling calls. It must also discuss how the Contractor’s performance in the various areas of quality assurance is to be reported, how the reported data should be interpreted, and how that information will be used not only to maintain the quality of services, but to improve them as well.

3.2.7.2 The Contractor shall have a written protocol in place and follow this protocol for addressing complaints and compliments of residents that use the service. A copy of this protocol shall be submitted to the Contract Monitor yearly.

3.2.7.3 CHP may routinely make “secret shopper” calls to verify service quality and will provide feedback to the Contractor on the results of those calls to facilitate quality improvement if necessary. The Contractor shall assure that the calls are removed from the data reports, evaluation database, and invoice.

3.2.8 Quitline Promotions

3.2.8.1 CHP will coordinate the development and implementation of media to promote the Quitline to the general public. CHP will provide as much advance notice as possible to the Contractor about media placement and media events. CHP will strive to provide two to four weeks’ notice on all paid media campaign activities. Every effort will be made to provide notice on media activities, however, it may not be possible to provide advanced notice on all media activities, particularly those conducted at the community level. The Contractor shall provide reports on call volume activities to the Contract Monitor and during the timeframe as noted in Attachment M, and track volume for particular known promotions.

3.2.8.2 The Contractor shall provide sufficient staffing in order to meet increased demand resulting from promotions. The Contractor shall collaborate with CHP to assure effective coordination of media promotion and Quitline services.

3.2.8.3 The Contractor shall collaborate with CHP and its partners in promoting the Quitline throughout the health care delivery system. Such collaboration may include assisting in updating and disseminating promotional materials for healthcare professionals and systems, and making presentations at State conferences.

3.2.9 Evaluation and Research

3.2.9.1 The Contractor shall conduct an annual evaluation of the Quitline services using NAQC approved MDS follow-up survey evaluation, with CHP approval, to determine participant satisfaction, seven-month quit rates of participants, and perform bivariate analysis to determine correlations between participant characteristics, satisfaction and quit rates. The seven-month quit rates shall be calculated using both intent-to-treat and respondent methodologies. See Attachment M for reporting requirements.

3.2.9.2 The participant's database shall be provided to the CHP at least monthly in the form determined by the Contract monitor. The Contractor and Contract Monitor will develop a secure, confidential, and
efficient means of transferring the database as needed in order to conduct evaluations or as requested for funding by CDC or NAQC.

3.3 Security Requirements

3.3.1 Physical Security

3.3.1.1 Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of State personnel, each such employee or agent shall provide additional photo identification.

3.3.1.2 At all times at any facility, the Contractor’s personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badging, and wearing the badge in a visual location at all times.

3.3.2 Information Technology

3.3.2.1 Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available on-line at: http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx

3.3.2.2 The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The Contractor shall complete any necessary paperwork as directed and coordinated with the CM to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

3.3.3 Criminal Background Check

All Contractors must have obtained Criminal Background Checks on candidates they send for employment at DHMH. At a minimum these checks must contain convictions and Probation before Judgment Pleadings (PBJ) within the State of Maryland. These checks may be performed by public or private entities. Prior to placement of a temporary employee, the Contract Monitor must review the background check to determine if the candidate is acceptable based on the specific duties that need to be fulfilled and the circumstances surrounding the conviction or PBJ pleading. Decisions of DHMH Monitors as to acceptability of a candidate are final. Being convicted is not in itself a bar to placement.

3.4 MBE Reports

3.4.1 There is a 5% MBE Goal, the Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports:

a. MBE Report D-4, the Contractor’s Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.

b. MBE Report D-5, the MBE Subcontractor’s Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.
3.5 Invoicing and Payment Type

3.5.1 All invoices for services shall be submitted to the Contract Monitor no later than the 15th of the month for services provided in the preceding calendar month. Invoices are to be sent to:

Dawn S. Berkowitz, MPH, CHES  
Chief, Division of Federal and Special Tobacco Control Initiatives  
Center for Health Promotion and Education  
Maryland Department of Health and Mental Hygiene  
201 West Preston Street  
Baltimore, MD 21201

All invoices must be provided on official letterhead and signed and dated in addition to including the vendor's mailing address, the vendor's Social Security number or Federal Tax ID number, the State's assigned contract control number and ADPICS number, the goods/services provided, the time period covered by the invoice, and the amount of requested payment. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

3.5.2 The Contractor shall have a process for resolving billing errors.

3.5.3 Payments will be made as progress payments as set forth herein. In no case will any payment be viewed as a partial payment.

3.5.4 The Contractor shall invoice the Department on a monthly billing schedule due no later than the 15th of the month for the preceding calendar month. Invoices shall show the previous monthly billing amount, and all services billed must be itemized based upon quantities of services performed (i.e., completed registration per services, single call, multiple calls, patch and gum by weeks, and evaluation services). Additionally, services rendered for Medicaid participants shall be itemized for each of the services rendered.

3.5.5 Funds for any contract resulting from this RFP are dependent upon appropriations from the Maryland General Assembly.

3.5.6 The Department reserves the right to reduce or withhold contract payment (see terms set forth in this Section above) in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the contract or in the event that the Contractor otherwise materially 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 - 15-223 and with COMAR 21.10.02.

3.6 Insurance Requirement

3.6.1 The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from or arising out of Contractor action or inaction in the performance of the Contract.
by the Contractor, its agents, servants, employees or subcontractors, but no less than a Combined 
Single Limit for Bodily Injury, Property Damage and Personal and Advertising Injury Liability of 
$1,000,000 per occurrence and $3,000,000 aggregate.

3.6.2 The Contractor shall maintain Errors and Omissions/Professional Liability Insurance with minimum 
limits of $3,000,000 per occurrence.

3.6.3 The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with 
Liability, Collision and PIP limits no less than those required by the State where the vehicle(s) is 
registered but in no case less than those required by the State of Maryland.

3.6.4 The Contractor shall maintain Employee Theft Insurance with minimum limits of $1,000,000 per 
occurrence.

3.6.5 Upon execution of a Contract with the State, Contractor shall provide the Contract Monitor with 
current certificates of insurance, and shall update such certificates from time to time, as directed by 
the Contract Monitor. Such copy of the Contractor's current certificate of insurance shall contain at 
minimum the following:

a. Worker's Compensation - The Contractor shall maintain such insurance as necessary and/or as 
required under Worker's Compensation Acts, the Longshore and Harbor Workers' Compensation 

b. Commercial General Liability as required in Section 3.6.1.

c. Errors and Omissions/Professional Liability as required in Section 3.6.2.

d. Automobile and/or Commercial Truck Insurance as required in Section 3.6.3.

e. Employee Theft Insurance as required in Section 3.6.4.

3.6.6 The State shall be named as an additional named insured on the policies with the exception of 
Worker’s Compensation Insurance. Certificates of insurance evidencing coverage shall be provided 
prior to the commencement of any activities in the Contract. All insurance policies shall be endorsed 
to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified 
mail, not less than 60 days advance notice of any non-renewal, cancellation, or expiration. In the 
event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the 
Contract Monitor with an insurance policy from another carrier at least 30 days prior to the expiration 
of the insurance policy then in effect. All insurance policies shall be with a company licensed by the 
State to do business and to provide such policies.

3.6.7 The Contractor shall require that any subcontractors obtain and maintain similar levels of insurance 
and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.7 Problem Escalation Procedure

3.7.1 The Contractor must provide and maintain a Problem Escalation Procedure for both routine and 
emergency situations. This Procedure must state how the Contractor will address problem situations 
as they occur during the performance of the Contract, especially problems that are not resolved to 
the satisfaction of the State within appropriate timeframes.
The Contractor shall provide contact information to the Contract Monitor as well as other personnel should the Contract Monitor not be available.

3.7.2 The Contractor must provide a Problem Escalation Procedure no less than 10 days prior to the beginning of the contract, and within 10 days after the start of each contract year (and within 10 days after any change in circumstance which changes the Procedure). The Problem Escalation Procedure shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Details shall include:

- The process for establishing the existence of a problem,
- The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level for resolution,
- Circumstances in which the escalation will occur in less than the normal timeframe,
- The nature of feedback on resolution progress, including the frequency of feedback,
- Identification of and contact information for progressively higher levels that would become involved in resolving a problem,
- Contact information for persons responsible for resolving issues after normal business hours (i.e., evenings, weekends, holidays, etc.) and on an emergency basis, and
- A process for updating and notifying the Contract Monitor of any changes to the Problem Escalation Procedure.
SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

Offerors shall submit proposals in separate volumes:

- Volume I – TECHNICAL PROPOSAL
- Volume II – FINANCIAL PROPOSAL

4.2 Proposals

4.2.1 Volume I–Technical Proposal and Volume II–Financial Proposal shall be sealed separately from one another. Each Volume shall contain an unbound original, so identified, and seven (7) copies. The two sealed Volumes shall be submitted together under one label bearing:

- The RFP title and number,
- Name and address of the Offeror,
- The Volume number (I or II), and
- Closing date and time for receipt of proposals

To the Procurement Officer at the address listed below:

Sharon Gambrill, CPPB
Maryland Department of Health and Mental Hygiene
Office of Procurement and Support Services
201 West Preston Street
Baltimore, Maryland 21201
Phone Number: 410-767-5117
Fax Number: 410-333-5958
E-mail: GambrillS@dhmh.state.md.us

4.2.2 An electronic version of Volume I – Technical Proposal and Volume II – Financial Proposal, both in searchable .pdf format, shall also be submitted as separate files for each "Volume", labeled Volume I-Technical Proposal and Volume II – Financial Proposal with the unbound originals, technical or financial volumes, as appropriate. Electronic media is to be submitted on CD and shall bear a label on the outside containing the RFP number and name, the name of the Offeror and the volume number.

4.2.3 A second electronic version of Volume I and Volume II in searchable, .pdf format shall be submitted on CD for Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see sub-section 1.19).

4.2.4 All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).

4.2.5 Proposals and amendments thereto will be shown only to State employees, members of the Evaluation Committee, or other persons, deemed by the Department to have a legitimate interest in them.
Offerors may either mail or hand-deliver proposals.

4.3.1 For U.S. Postal Service deliveries, any proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. If a vendor chooses to use the United States Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. A vendor using first class mail will not be able to prove a timely delivery at the mailroom and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.

4.3.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

4.3.3 After receipt, a Register of Proposals will be prepared that identifies each offeror. The register of proposals will be open to inspection only after the procurement officer makes a determination recommending the award of the contract.

4.4 Volume I – Technical Proposal

Note: No pricing information is to be included in the Technical Proposal (Volume I). Pricing will only be included in the Financial Proposal (Volume II).

4.4.1 Format of Technical Proposal

Inside a sealed package described in Section 4.2, above, the unbound original, seven (7) copies and the electronic version shall be provided. The RFP sections are numbered for ease of reference, i.e., Section 1 - Title and Table of Contents, Section 2 - Transmittal Letter, Section 3 - Executive Summary, etc. In addition to the instructions below, the Offeror’s Technical Proposal should be organized and numbered in the same manner as this RFP. This proposal organization will allow State officials and the Evaluation Committee to “map” Offeror responses directly to RFP requirements by Section number. The Technical Proposal shall be submitted on standard 8 ½” x 11” white paper, with all margins at least 1”. The main-text body shall be at least a 12-point Times New Roman font, double-spaced. Pages must be numbered and proposals shall be as concise as possible. The Technical Proposal submitted in response to this RFP does not contain any size limitations with respect to individual elements.

4.4.2 Additional Required Technical Submissions

The following documents shall be included in the Technical Proposal; each in its own Section that follows Section 4.4.3.11.

a. Minimum Qualifications Documentation (Section 2) immediately following Table of Contents.
b. Completed Bid/Proposal Affidavit – Attachment B
c. Completed Minority Business Participation Form – Attachment D – 1 (in a separately sealed envelope)
d. Completed Living Wage Affidavit – Attachment G – 1
e. Federal Funding Required Forms – Attachment H
f. Conflict of Interest Affidavit and Disclosure – Attachment I
4.4.3 The Technical Proposal shall include the following in this order:

4.4.3.1 Title and Table of Contents

The Technical Proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents shall follow the title page for the Technical Proposal organized by Section, sub-section and page number.

4.4.3.2 Claim of Confidentiality

Information which is claimed to be confidential is to be noted by reference and included after the Title page and before the Table of Contents, and if applicable, also in the Offeror’s Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 1.19).

4.4.3.3 Transmittal Letter

A transmittal letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP.

4.4.3.4 Executive Summary

Offerors shall provide an executive summary of not more than two (2) pages in length to describe the organization’s history, philosophy and approach in working with state clients, philosophy and approach in working with participants, the organization’s vision for the next five years, and a description of any qualities or services that make the organization uniquely suited to provide Quitline services for the State of Maryland.

The summary shall also identify any exceptions Offerors have taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If no exceptions to terms and conditions are made, the summary shall so state.

4.4.3.5 Proposed Work Plan and Transition Plan

1. Offerors shall give a definitive description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. It shall include the specific methodology, protocols, and techniques to be used by offerors in providing the required services as outlined in Section 3 of the RFP under sub-section 3.2 Scope of Work-Requirement. The Offeror’s proposal shall include a detailed work plan including a timeline of activities to guide the implementation of the Quitline from date of award to “go live” date. The “go live” date shall be December 1, 2012. Indicate responsible party, milestones, and specific date estimates. Include a narrative description of the individual items or the timeline as a whole, as needed. A transition plan must also be included in the work plan. The transition plan must enable the Quitline to go live within two days or by December 1, 2012. Offerors shall provide hard copies of all self-help and other support materials listed in Section 3. Clearly label the materials to indicate the intended
audience. Provide the date the materials were last updated and describe the schedule for review and updating of materials. Offerors shall also provide examples of text and web-based support interventions. Offerors shall also provide a recorded copy of calls/counseling sessions on either CD-ROM, or DVD format for each of the following call types (for a total of 3 recorded sessions):

1. Initial call and registration for services
2. Initial counseling/assessment call
3. Follow-up counseling call

2. The Offeror shall identify the location(s) it proposes to provide the services, any current facilities that it operates and any required construction to satisfy the State’s requirements as outlined in this RFP.

3. The Offeror must explain, as per the requirements in Section 3.7, how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner.

4.4.3.6 Corporate Qualifications and Capabilities: Experience

1. Describe demonstrated successful experience in managing a telephone-based tobacco cessation quitline, including the provision of screening, assessment, counseling, support materials, text and web support, electronic and fax support systems, referrals to community-based cessation services, FDA approved pharmacotherapy management, and other support services that shall be offered.

2. Describe quit rates and satisfaction rates achieved for a state quitline as similar in size and scope to the Maryland Tobacco Quitline as possible.

3. Describe specific experience in providing linkage of quitline participants to available health plan or employer coverage of quitline services and/or other tobacco dependence treatment services.

4. Describe experience in working with state clients to collaborate on reporting to the NAQC, CDC, and/or other national organizations seeking information about Quitline services.

5. Provide a complete list of the organization’s state and commercial Quitline clients, including the date the contractual relationship began, and a contact person and telephone number. CHP may contact any of these current clients for reference information.

6. Offerors must include in their proposal a commonly accepted method to prove its fiscal integrity. Some acceptable methods include but are not limited to one or more of the following:
   i.) Dunn and Bradstreet Rating
   ii.) Standard and Poor’s Rating
   iii.) Recently audited (or best available) financial statements
   iv.) Lines of credit
   v.) Evidence of a successful financial track record, and
   vi.) Evidence of adequate working capital
7. Please provide a Legal Action Summary. This summary shall include:

   i.) A statement as to whether there are any outstanding legal actions or potential claims against the offeror and a brief description of any action.
   ii.) A brief description of any settled or closed legal actions or claims against the offeror over the past five (5) years.
   iii.) A description of any judgments against the Offeror within the past five (5) years, including the case name, number court, and what the final ruling or determination was from the court.
   iv.) In instances where litigation is on-going and the offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

8. Past State Experience

   As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or that have been completed within the last 5 years. For each identified contract the Offeror is to provide:

   i.) The State contracting entity
   ii.) A brief description of the services/goods provided
   iii.) The dollar value of the contract
   iv.) The term of the contract
   v.) The State employee contact person (name, title, telephone number and if possible e-mail address)
   vi.) Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

   Information obtained regarding the Offeror’s level of performance on State contracts will be used by the Procurement Officer to determine responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

4.4.3.7 Corporate Qualifications and Capabilities: Business and System Capacity

1. Describe the technology used in the Offeror’s Quitline operations. Describe technical system capacity, including facilities and equipment available to provide a toll-free telephone service capable of handling multiple, simultaneous incoming and outgoing calls with multi-lingual capability, text, web, electronic, and a fax capabilities.

2. Describe the Offeror’s disaster recovery plan that ensures that files and programs can be re-created in the event of loss by any cause, including a plan to safeguard data files (frequency of back-up copies, storage location, and methodology for restoring from backup copies when activity has been processed in the interim.)

3. Describe Offeror’s systems to ensure confidentiality of participant records. Identify the specific measures used to assure the protection of personal health information as required under HIPAA, MCMRA, and any other applicable laws or regulations.
4. Describe the Offeror’s organization’s computerized tracking system to document Quitline activity, including the ability to tabulate discrete individuals, services provided, call patterns, participant demographics, and the analysis and reporting of data (including all of the data elements listed in Attachment M) on a weekly, monthly, quarterly, and annual basis. Provide sample reports including definitions of each item contained in the report.

5. Describe the Offeror’s process for resolving billing errors.

4.4.3.8 Experience and Qualifications of Proposed Staff

1. Describe the management and organizational structure of the Offeror. (Include an organizational chart with the names of proposed key personnel)

2. Describe key job responsibilities, staff job descriptions, and corresponding FTEs to carry out proposed work (information for each staff member not to exceed one page). Provide resumes of all key personnel, including the Chief Executive Officer, Chief Financial Officer, Medical Director, and other key management and supervisory staff.

3. Provide the name and resume of the person who will serve as Maryland’s account representative, including a job description and description of the account representative’s experience and qualifications in providing such services. Please list the other accounts for which the individual will be responsible in addition to Maryland.

4. Describe the qualifications of registration staff, Quitline counselors, and supervisory staff, and the ratio of supervisors to registration staff and Quitline counselors.

5. Describe how all staff responding to Quitline calls will be qualified and trained to address issues related to tobacco dependence, including the use of motivational interviewing, proactive tobacco cessation counseling, and pharmacological cessation therapies as those listed in Section 3 of this document. Describe how staff will be trained when new techniques or methods are identified or protocols evolve.

6. Describe how the Offeror will adjust staffing and management to accommodate the anticipated call volume from the Maryland Tobacco Quitline. Include a description of the methods used to project staffing needs and how times of extraordinarily high call volumes are to be handled.

7. Please provide a complete list of any subcontractors other than those used to meet Minority Business Enterprise subcontracting goal. This list shall include a full description of the duties each subcontractor will perform and why/how they were deemed the most qualified for this project.

4.4.3.9 Offeror Technical Response to RFP Requirements

If the State is seeking Offeror agreement to a requirement(s), Offerors shall state agreement or disagreement. Offerors shall address each major section in their technical proposals and describe how their proposed services will meet the requirement(s). Any paragraph in the technical proposal that responds to a work requirement shall include an explanation of how the work will be done. Offerors must bear in mind that any exception to a requirement, term or condition may result in having their proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.
4.4.3.10 Economic Benefit Factors

The Offeror shall describe the benefits that will accrue to the State economy as a direct or indirect result of the Offeror’s performance of the Contract resulting from this RFP. The Offeror will take into consideration the following elements: (do not include any detail of the Financial Proposals with this technical information)

a. The estimated percentage of Contract dollars to be recycled into Maryland’s economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.

b. The estimated number and types of jobs for Maryland residents resulting from this Contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the Contractor has committed at both prime and, if applicable, subcontract levels.

c. Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.

d. The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.

4.4.3.11 Certificate of Insurance

The Offeror shall provide a copy of the Offeror's current certificate(s) of insurance with the prescribed limits set forth in Section 3.6.3.

4.5 Volume II – Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format requirements identified in Section 4.2, the Contractor shall submit an original unbound copy, seven (7) copies, and an electronic version in MS Word of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in Attachment F. Complete the price sheets only as provided in the Financial Proposal Instructions.

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SECTION 5 – EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

Evaluation of the proposals will be performed in accordance with COMAR 21.05.03 and will be based on the criteria set forth below. The Contract resulting from this RFP will be awarded to the Offeror that is most advantageous to the State considering price and the technical factors set forth herein. In making this determination, technical factors will receive greater weight than price factors.

5.2 Technical Criteria

The criteria to be applied to each technical proposal are listed below in descending order of importance. (any sub-criteria listed will be given equal consideration within each criterion):

5.2.1 Proposed Work Plan (Ref. Section 4.4.3.5)

a. To what extent does the proposed work plan succeed in meeting CHP’s goals in reducing tobacco prevalence, increasing successful tobacco cessation, and meeting requirements and time frames of the RFP? Are the proposed time frames realistic? Will the Contractor be live on December 1, 2012? If applicable is there a transition plan?

b. Is there a process to monitor the delivery of contract deliverables? How sound is this process?

c. Does the Offeror provide samples of their recorded calls and other interventions (text and web based) and do they meet the expectations of CHP for quality and relevance?

d. Does the Offeror provide copies of self help and other support materials, and do they meet the expectations of CHP for quality and relevance?

5.2.2 Corporate Qualifications and Capabilities: Experience (Ref. Section 4.4.3.6)

a. What is the depth of experience with multiple states, commercial clients, specific populations, quitline infrastructure, research/evaluation, etc.

b. Does the offeror provide quit rates based on a similar state quitline and are they sufficient for CHP?

c. Does the offeror provide sufficient examples and cite the evidence that supports all of their protocols including specific protocols for specific populations? What systems do they have to assure that calls, text and web based interventions are initiated and completed according to their protocols?

d. Do they have a system for pharmacotherapy management including mail order, provision of pharmacotherapy and is the time of delivery adequate?
e. Are the documents provided sufficient for tobacco industry conflict of interest and for fiscal and legal integrity?

5.2.3. **Corporate Qualifications and Capabilities: Business and System Capacity (Ref. Section 4.4.3.7)**

a. Is the Offeror’s technology sufficient in handling multiple, simultaneous incoming and outgoing calls with multi-lingual capabilities and with a fax line? Is technology sufficient for text and web based interventions as well?

b. Are there precautions to ensure program files and programs can be re-created?

c. Are there systems in place that ensure confidentiality and other specific measures for other protected health information under HIPAA, MCMRA, and other applicable by laws or regulations?

d. Does the Offeror provide full services for at least 100 hours per week and have voicemail capability?

e. Is the Offeror able to provide all of the data elements as required?

f. Is the Offeror able to provide all of the reports required in Attachment M? Are the samples clear and provide information as needed?

5.2.4 **Experience of Proposed Staff (Ref. Section 4.4.3.8)**

a. Does Staff have experience and longevity with the organization and in quitline operations and are Resumes of all key personnel provided?

b. Is there a history of outstanding customer service?

c. Do Quitline specialists have qualifications as requested? Is the ratio of supervisors to specialists justified?

d. Is there a training infrastructure to include shadowing an experienced specialist and is there a plan for how staff will be trained when new techniques or methods are identified or protocols evolve?

e. Are there systems in place to predict volume and staffing levels and ensure adequate staffing during holidays?

f. Do they provide the information on the account representative?

5.2.5 **Economic Benefit to State of Maryland (Ref. Section 4.4.3.10)**

a. How many Contract dollars are to be recycled into Maryland’s economy?

b. How many and what types of jobs for Maryland residents will result?

c. How much tax revenue, etc.?
5.3 **Financial Criteria**

All qualified Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on their total price proposed within the stated guidelines (as submitted on Attachment F—Financial Proposal Form).

5.4 **Reciprocal Preference**

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, COMAR 21.05.01.04 requires that procuring units apply a reciprocal preference under the following conditions:

- The most advantageous offer is from a responsive Offeror whose headquarters, principal base of operations, or principal site (that will primarily provide the services required under this RFP) is in another state.
- The other state gives a preference to its resident businesses through law, policy, or practice; and
- The preference does not conflict with a Federal law or grant affecting the procurement Contract.

The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

5.5 **Selection Procedures**

5.5.1 In General

The Contract will be awarded in accordance with the competitive sealed proposals process found at COMAR 21.05.03. The competitive sealed proposals method allows for discussions and revision of proposals during these discussions; thus, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions.

In either case, the State may determine an Offeror to be non-responsive and/or an Offeror’s proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of proposals and prior to contract award. If the State finds an Offeror to be non-responsive and/or an Offeror’s technical proposal to be not reasonably susceptible of being selected for award that Offeror’s financial proposal will be returned if still unopened.

Proposals are usually evaluated by a committee, which then makes a recommendation for award to the Procurement Officer. However, the Procurement Officer may evaluate proposals without a committee and recommend an Offeror for award. In either case, the Procurement Officer, with the concurrence of the agency head or designee, will make the final determination for award.

5.5.2 **Selection Process Sequence**

5.5.2.1 A determination is made that MBE form D-1 is included and is properly completed.

5.5.2.2 A determination is made as to meeting minimum qualifications.
5.5.2.3 Technical proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State’s requirements and the Offeror’s ability to perform and to facilitate arrival at a Contract that is most advantageous to the State. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions within two weeks of the delivery of proposals to the State. Qualified Offerors will be contacted by the State as soon as discussions are scheduled.

5.5.2.4 Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror’s proposal. Proposals are given a final review and ranked.

5.5.2.5 The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the evaluation committee or Procurement Officer may again conduct discussions to further evaluate the Offeror’s entire proposal.

5.5.2.6 When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs). However, the State may make an award without issuing a BAFO.

5.5.3 Award Determination

Upon completion of all discussions and negotiations, reference checks, and site visits (if any), the Procurement Officer will recommend award of the Contract to the responsible Offeror(s) whose proposal(s) is determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP.

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SECTION 6 - ATTACHMENTS

ATTACHMENT A – STATE CONTRACT
This is the contract used by DHMH. It is provided with the RFP for informational purposes and is not required at proposal submission time. Upon notification of recommendation for award, a completed contract will be sent to the selected Offeror for signature.

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT
This form must be completed and submitted with the Offeror’s technical proposal.

ATTACHMENT C – CONTRACT AFFIDAVIT
This form is not required at proposals submission time. It must be submitted by the selected Offeror to the Procurement Officer with the Standard Contract (see Attachment A).

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE GOAL AND FORMS
This attachment includes the subcontracting goal statement, instructions and MBE forms D-1 through D-6. Form D-1 must be completed and submitted with the Offeror’s technical proposal in a separately sealed envelope. Forms D-2 & D-3 are required within 10 days of receiving notification of recommendation for award.

ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM
It is requested that this form be completed and submitted as described in RFP section 1.7 by those potential Offerors who plan on attending the conference.

ATTACHMENT F – FINANCIAL PROPOSAL INSTRUCTIONS AND FORMS
Financial Proposal forms must be completed and submitted as the Financial Proposal.

ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

ATTACHMENT G – 1 – MARYLAND LIVING WAGE AFFIDAVIT OF AGREEMENT
This document must be completed and submitted with the Technical Proposal.

ATTACHMENT H – FEDERAL FUNDING REQUIREMENTS AND CERTIFICATIONS
Certifications must be completed and submitted with the Technical Proposal.

ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT
This document must be completed and submitted with the Technical Proposal.

ATTACHMENT J – BUSINESS ASSOCIATE AGREEMENT FORM (HIPAA)
This document must be completed and submitted with the Technical Proposal, if applicable.

ATTACHMENT J1 – BREACH OF UNSECURED PROTECTED HEALTH INFORMATION
This document must be completed and submitted only in the event of a breach.

ATTACHMENT K – NON-DISCLOSURE FORMS FOR AWARD
This form is to be submitted after receiving notification of award.
ATTACHMENT L – CONFLICT OF INTEREST AFFIDAVIT SERVICES PERFORMED FOR TOBACCO INDUSTRY
This document is to be submitted with the Technical Proposal.

ATTACHMENT M – MARYLAND TOBACCO QUITLINE REPORTING REQUIREMENTS
This document is to be submitted with the Technical Proposal as a sample of what reports may look like.

ATTACHMENT N – MARYLAND TOBACCO QUITLINE LOGO

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ATTACHMENT A – STANDARD CONTRACT

TITLE

THIS CONTRACT (the “Contract”) is made this ______ day of ______, ______ by and between ______ (the “Contractor”) and the STATE OF MARYLAND, acting through the DEPARTMENT OF HEALTH AND MENTAL HYGIENE, OFFICE OF PROCUREMENT AND SUPPORT SERVICES (the “Department”).

In consideration of the promises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

1.1 “COMAR” means Code of Maryland Regulations.

1.2 “Contract Monitor” means the individual identified in sub-section 1.6 of the RFP.

1.3 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.

1.4 “Department” means the Maryland Department of Health and Mental Hygiene and any of its Agencies, Offices, Administrations, Facilities or Commissions.

1.5 “Financial Proposal” means the Contractor’s Financial Proposal dated _____.

1.6 “Procurement Officer” means the individual identified in sub-section 1.5 of the RFP.

1.7 “RFP” means the Request for Proposals titled _____, Solicitation # DHMH OPASS _____ -- _____, and any addenda thereto issued in writing by the State.

1.8 “State” means the State of Maryland.

1.9 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

2. Scope of Work

2.1 The Contractor shall provide all deliverables as defined in the RFP Section 3. These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached hereto and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP
Exhibit B – The Technical Proposal
Exhibit C – The Financial Proposal
Exhibit D - State Contract Affidavit, executed by the Contractor and dated _____.

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the RFP. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the
Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2.3 Modifications to this Contract may be made provided (a) the modifications are made in writing; (b) all parties sign the modifications; and (c) approval by the required agencies, as described in COMAR, Title 21, is obtained.


The Contract resulting from this RFP shall be for a period of (enter number) years (change to months if necessary) beginning on (enter contract start date) and ending on (enter contract end date). The Contractor shall provide services upon receipt of official notification of award.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the rates specified in Attachment F, Contractor’s Financial Proposal. Except with the express written consent of the Procurement Officer, payment to the Contractor, pursuant to this Contract, shall not exceed $______________.

(Insert in unknown quantity contracts) Contractor shall notify the Contract Monitor, in writing, at least 60 days before payments reach the specified amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (i) promptly consult with the State and work in good faith to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete State-defined critical work in progress prior to the date the stated amount will be reached; and (insert in Information Technology contracts)(ii) secure data bases, systems, platforms and/or applications which the Contractor is working on so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.

4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department’s receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor’s Federal Tax Identification Number which is ______. Charges for late payment of invoices other than as prescribed by Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 1, are prohibited. Invoices shall be submitted to the Contract Monitor. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller’s Office grants Contractor an exemption.
4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

4.4 Contractor’s eMarylandMarketplace vendor ID number is _____.

5. Rights to Records

5.1 The Contractor agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor, for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be “works made for hire” as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State 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 the State in effectuating and registering any necessary assignments.

5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6. Exclusive Use

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

7. Patents, Copyrights, Intellectual Property

7.1 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.

7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party’s patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor’s expense and will pay all damages, costs and attorney fees that a court finally
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awards, provided the State (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.

7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. Public Information

8.1 Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor’s computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

8.2 Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6.

9. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms and/or applications with which the Contractor is working hereunder.

10. Indemnification

10.1 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.

10.2 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor’s obligations under this Contract.
10.3 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 obligations under this Contract.

10.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor’s obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor’s performance under this Contract.

11. Non-Hiring of Employees

No official or employee of the State, 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 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.

12. Disputes

This Contract shall be subject to the provisions of the Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer’s decision. Unless a lesser period is provided by applicable statute, regulation, or the 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. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law

13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

13.2 The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.

13.3 Any and all references to the Maryland Code Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

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 disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying 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.

15. 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 the business 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.

16. **Non-availability of Funding**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State’s rights or the Contractor’s rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. **Termination for Cause**

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State’s option, become the State’s property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor’s breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. **Termination for Convenience**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. 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; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that 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).

19. **Delays and Extensions of Time**

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight
embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. 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 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. 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 a 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 the State certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, §§14-101 - 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 within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches $100,000, 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 their 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 a year, 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.

24. Documents Retention and Inspection Clause

The Contractor and sub-contractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after 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.

If the Contractor supplies services to a State residential health care facility under the Mental Hygiene Administration, the Family Health Administration, the Alcohol and Drug Abuse Administration, or the Developmental Disabilities Administration, the Contractor agrees, in addition to the requirements above:

a. That pursuant to 42 Code of Federal Regulations (C.F.R.) Part 420, the Secretary of Health and Human Services, and the Comptroller General of the United States, or their duly authorized representatives, shall be granted access to the Contractor's contract, books, documents and records necessary to verify the cost of the services provided under this contract, until the expiration of four years after the services are furnished under this contract; and
b. That similar access will be allowed to the books, documents and records of any organization related to the Contractor or controlled by the Contractor (as those terms are defined in 42 C.F.R. (420.301) if that organization is sub-contracting to provide services with a value of $10,000 or more in a twelve-month period to be reimbursed through funds provided by this contract.

25. Compliance with Laws

The Contractor hereby represents and warrants that:

   a. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, 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, 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. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; 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 Contract.

26. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

27. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Department’s Contract Manager, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Department’s Contract Monitor. Any subcontracts shall include such language as may be required in various clauses contained within this solicitation and attachments. The contract shall not be assigned until all approvals, documents and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor’s obligations to its subcontractors.

28. Liability

28.1 For breach of this Contract, negligence, misrepresentation or any other contract or tort claim, Contractor shall be liable as follows:

   a. For infringement of patents, copyrights, trademarks, service marks and/or trade secrets, as provided in Section 7 of this Contract;

   b. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;
c. For all other claims, damages, losses, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor’s liability shall be limited to three (3) times the total dollar amount of the Contract value up to the date of settlement or final award of any such claim. Third party claims, arising under Section 10, “Indemnification”, of this Contract, are included in this limitation of liability only if the State is immune from liability. Contractor’s liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

29. Parent Company Guarantee (If Applicable)

(Corporate name of Parent Company) hereby guarantees absolutely the full, prompt and complete performance by (Contractor) of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations and liabilities. (Corporate name of Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Parent Company) further agrees that if the State brings any claim, action, suit or proceeding against (Contractor), (Corporate name of Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

30. Commercial Non-Discrimination

30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State’s Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

30.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by DBM, in all subcontracts.

30.3 As a condition of entering into this Contract, upon the Maryland Human Relations Commission’s request, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State’s Commercial Nondiscrimination Policy as set forth in Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a
material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

31. **Prompt Pay Requirements**

31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

a. Not process further payments to the contractor until payment to the subcontractor is verified;

b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;

c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;

d. Place a payment for an undisputed amount in an interest-bearing escrow account; or

e. Take other or further actions as appropriate to resolve the withheld payment.

31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation:

a. Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and

b. An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:

a. Affect the rights of the contracting parties under any other provision of law;

b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or

c. Result in liability against or prejudice the rights of the Department.

31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

a. Verify that the certified MBES listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.

b. This verification may include, as appropriate:

   i. Inspecting any relevant records of the Contractor;

   ii. Inspecting the jobsite; and
iii. Interviewing subcontractors and workers.

iv. Verification shall include a review of:

(a) The Contractor’s monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
(b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.

c. If the Department determines that the Contractor is in noncompliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

d. If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, the Department may then:

i. Terminate the contract;

ii. Refer the matter to the Office of the Attorney General for appropriate action; or

iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.

e. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

32. Administrative

32.1 Contract Monitor. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Contract Manager for determination.

32.2 Notices. All notices, excluding claims or disputes, are to be sent as follows:

If to the State:  (Enter name of Contract Monitor)
(Enter name of facility, administration or office of Contract Monitor)
Maryland Department of Health and Mental Hygiene
(Enter complete address of Contract Monitor including room number)

If to the Contractor:  _________________________________________
_________________________________________
_________________________________________
_________________________________________

32.3 As required in paragraph 12 of this Attachment A, notice of claims or disputes are to be sent to the Procurement Officer identified in Section 1, sub-section 1.5 of this RFP. Such notices shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid.

32.4 Incorporation by Reference
This contract, identified as Attachment A, consists of the entire RFP document DHMH/OPASS ____-_______ all Parts, including all Exhibits, Appendices and Addenda, and the successful Offeror's entire final proposal including both the financial and the technical elements dated ________________ (technical element) and ________________ (financial element), which are incorporated into this contract by reference.

Note: Incorporation by reference does not necessarily create a public record permissible for disclosure.

33 Federal Department of Health and Human Services (DHHS) Exclusion Requirements

The Contractor agrees that it will comply with federal provisions (pursuant to §§1128 and 1156 of the Social Security Act and 42 CFR 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the List of Excluded Individuals/Entities maintained by DHHS. By executing this contract, the Contractor affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to exclusion. The Contractor agrees, further, during the term of this contract, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on this contract, and to notify OOE immediately of any identification of the contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the contractor or any contractor employee.

34. Compliance with Federal HIPAA and State Confidentiality Law

34.1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq. and implementing regulations including 45 CFR Parts 160 and 164. The contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4-301 et seq., MCMRA). This obligation includes:

(a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA and State MCMRA and making the transmission of all electronic information compatible with the federal HIPAA requirements;

(b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and

(c) Otherwise providing good information management practices regarding all health information and medical records.

34.2 Based on the determination by the Department that the functions to be performed in accordance with the Services to Be Performed set forth in Part I constitute business associate functions as defined in HIPAA, the selected offeror shall execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501 and set forth in Appendix L. The fully executed business associate agreement must be submitted within 10 working days after notification of selection, or within 10 days after award, whichever is earlier. Upon expiration of the ten-day submission period, if the Department determines that the selected offeror has not provided the HIPAA agreement required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the next qualified offeror.
34.3 Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

35. Limited English Proficiency

The contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Gov’t Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and DHMH Policy 02.06.07.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

FOR THE CONTRACTOR

By: ________________________________

or designee:

________________________________

Date

FOR THE STATE OF MARYLAND

DEPARTMENT OF HEALTH AND MENTAL

HYGIENE

By: Joshua M. Sharfstein, M.D., Secretary

or designee:

________________________________

Date

Approved for form and legal sufficiency this _____ day of ____________________, __________

________________________________________

Assistant Attorney General

APPROVED BY BPW: __________________________ (Date) (BPW Item #)
A. AUTHORITY

I HEREBY AFFIRM THAT:

I, ________________________ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.
C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

____________________________________________________________

____________________________________________________________

____________________________________________________________.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

____________________________________________________________

____________________________________________________________

____________________________________________________________;

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

____________________________________________________________

____________________________________________________________

____________________________________________________________;

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

____________________________________________________________
G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business 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 the business 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 the Contract.

K. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to
applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: __________________________

By: ____________________________ (print name of Authorized Representative and Affiant)

______________________________ (signature of Authorized Representative and Affiant)

Revised August, 2011
ATTACHMENT C – CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:
I, __________________________ (print name), possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

1. Corporation — □ domestic or □ foreign;
2. Limited Liability Company — □ domestic or □ foreign;
3. Partnership — □ domestic or □ foreign;
4. Statutory Trust — □ domestic or □ foreign;
5. □ Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: ______________________________ Address: ______________________________

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: ______________________________ Address: ______________________________.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a 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 the contracts, leases, or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 — 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a
calendar year 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.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head’s designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency’s undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business's policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

   (i) Take appropriate personnel action against an employee, up to and including termination; or
   (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

   (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
   (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
   (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated ________, 20___, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: ______________

By: __________________________ (printed name of Authorized Representative and Affiant)

_________________________________ (signature of Authorized Representative and Affiant)

Revised August, 2011
ATTACHMENT D – MINORITY BUSINESS ENTERPRISE GOAL AND FORMS

Attachment D1

MDOT Certified MBE Utilization and Fair Solicitation Affidavit
(submit with bid or offer)

This document MUST BE included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. ________, I affirm the following:

1. ☐ I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):
   - ____ percent African American
   - ____ percent Asian American
   - ____ percent Hispanic American
   - ____ Woman-Owned
   Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.
   OR

☐ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.

2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
   (a) Outreach Efforts Compliance Statement (Attachment D2)
   (b) Subcontractor Project Participation Certification (Attachment D3)
   (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the work activity(ies) each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those work activities for which they are MDOT certified.
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<th>Minority Firm Name</th>
<th>MBE Certification Number</th>
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<td>Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)</td>
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<td>Percentage of Total Contract Value to be provided by this MBE ____%</td>
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<td>Description of Work to Be Performed:</td>
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Continue on a separate page, if needed.
SUMMARY

Total *African-American* MBE Participation: ___ %
Total *Asian American* MBE Participation: ___ %
Total *Hispanic American* MBE Participation: ___ %
Total Woman-Owned MBE Participation: ___ %
Total *Other* Participation: ___ %

**Total All MBE Participation:** ___ %

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name: ___________________________  Signature of Affiant: ___________________________
(PLEASE PRINT OR TYPE)
Name: ___________________________
Title: ___________________________
Date: ___________________________

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**
Outreach Efforts Compliance Statement

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid or offer submitted in response to Solicitation No. _________, Bidder/Offeror states the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories.

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.

4. Select ONE of the following:
   a. ☐ This project does not involve bonding requirements.
      OR
   b. ☐ Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (describe efforts).

5. Select ONE of the following:
   a. ☐ Bidder/Offeror did/did not attend the pre-bid/proposal conference.
      OR
   b. ☐ No pre-bid/proposal conference was held.

____________________________________ By: _____________________________________
Bidder/Offeror Printed Name   Signature

Address: ______________________________________
____________________________________
Attachment D3
Subcontractor Project Participation Certification

*Please complete and submit one form for each MDOT certified MBE listed on Attachment A within 10 working days of notification of apparent award.*

_________________________ (prime contractor) has entered into a contract with_________________________ (subcontractor) to provide services in connection with the Solicitation described below.

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<tr>
<th>Prime Contractor Address and Phone</th>
<th>Project Description</th>
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<th>Percentage of Total Contract</th>
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The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

1. fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;

2. fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;

3. fail to use the certified minority business enterprise in the performance of the contract; or

4. pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

**PRIME CONTRACTOR SIGNATURE**

By: _________________________________
Name, Title
Date

**SUBCONTRACTOR SIGNATURE**

By: _________________________________
Name, Title
Date
This form is to be completed monthly by the prime contractor.

**Attachment D4**

**Maryland Department of Health and Mental Hygiene**
**Minority Business Enterprise Participation**
**Prime Contractor Paid/Unpaid MBE Invoice Report**

<table>
<thead>
<tr>
<th>Report #: __________</th>
<th>Contract #: ____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporting Period (Month/Year): __________</td>
<td>Contracting Unit: ______________________</td>
</tr>
<tr>
<td><strong>Report is due to the MBE Officer by the 10th of the month following the month the services were provided.</strong></td>
<td>Contract Amount: _______________________</td>
</tr>
<tr>
<td>Note: Please number reports in sequence</td>
<td>MBE Subcontract Amt: ____________________</td>
</tr>
<tr>
<td></td>
<td>Project Begin Date: ____________________</td>
</tr>
<tr>
<td></td>
<td>Project End Date: _____________________</td>
</tr>
<tr>
<td></td>
<td>Services Provided: ____________________</td>
</tr>
</tbody>
</table>

**Prime Contractor:**
- **Contact Person:**

<table>
<thead>
<tr>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City:</td>
</tr>
<tr>
<td>State:</td>
</tr>
<tr>
<td>ZIP:</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>FAX:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
</tbody>
</table>

**Subcontractor:**
- **Contact Person:**

| Phone: |
| FAX: |

**Subcontractor Services Provided:**

<table>
<thead>
<tr>
<th>List all payments made to MBE subcontractor named above during this reporting period:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Invoice#</strong></td>
</tr>
<tr>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
</tr>
<tr>
<td>4.</td>
</tr>
<tr>
<td><strong>Total Dollars Paid:</strong> $____________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>List dates and amounts of any outstanding invoices:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Invoice #</strong></td>
</tr>
<tr>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
</tr>
<tr>
<td>4.</td>
</tr>
<tr>
<td><strong>Total Dollars Unpaid:</strong> $__________________</td>
</tr>
</tbody>
</table>

**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.**

**Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

- **Contract Monitor**
- **Contracting Unit**
- **Department of Health and Mental Hygiene**

**mailto:**
Minority Business Enterprise Participation  
Subcontractor Paid/Unpaid MBE Invoice Report

<table>
<thead>
<tr>
<th>Report#:</th>
<th>Contract #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contracting Unit:</td>
</tr>
<tr>
<td></td>
<td>MBE Subcontract Amount:</td>
</tr>
<tr>
<td></td>
<td>Project Begin Date:</td>
</tr>
<tr>
<td></td>
<td>Project End Date:</td>
</tr>
<tr>
<td></td>
<td>Services Provided:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reporting Period (Month/Year):</th>
<th>________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report is due by the 10th of the month following the month the services were performed.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MBE Subcontractor Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>MDOT Certification #:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City: Baltimore</th>
<th>State:</th>
<th>ZIP:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Phone:</th>
<th>FAX:</th>
</tr>
</thead>
</table>

**Subcontractor Services Provided:**

List all payments received from Prime Contractor during reporting period indicated above.

<table>
<thead>
<tr>
<th>Invoice Amt</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>

Total Dollars Paid: $_________________________

List dates and amounts of any unpaid invoices over 30 days old.

<table>
<thead>
<tr>
<th>Invoice Amt</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>

Total Dollars Unpaid: $_________________________

**Prime Contractor:**

**Contact Person:**

**Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

<table>
<thead>
<tr>
<th>Contract Monitor</th>
<th>Contracting Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Health and Mental Hygiene</td>
<td></td>
</tr>
</tbody>
</table>

Signature: ____________________________ Date: _____________________

(Required)
MARYLAND DEPARTMENT OF HEALTH & MENTAL HYGIENE
Code of Maryland Regulations (COMAR)
Title 21, State Procurement Regulations
(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:

(1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;

(2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
   (a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
   (b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;

(3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;

(4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and

(5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.

If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.

B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.

C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.

D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.
**Section I (to be completed by PRIME CONTRACTOR)**

I hereby certify that the firm of ______________________________________

Name of Prime Contractor)

located at ____________________,

(Number) (Street) (City) (State) (Zip)

on ______________________ contacted certified minority business enterprise, ________________________________

(Date) (Name of Minority Business)

located at ____________________________________________________________,

(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number__________________, project name________________________

List below the type of work/ service requested:

Indicate the type of bid sought, ___________________________________. The minority business enterprise identified above

is either unavailable for the work/service in relation to project number ____________________, or is unable to prepare a bid

for the following reasons(s):___________________________

The statements contained above are, to the best of my knowledge and belief, true and accurate.

_________________________________________________________________________________________________

(Name) (Title)

_________________________________________________________________________________________________

(Number) (Street) (City) (State) (Zip)

_________________________________________________________________________________________________

(Signature) (Date)

**Note:** Certified minority business enterprise must complete Section II on reverse side.
### Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _________________________________ MBE Cert.# __________________

located at ________________________________ (Name of MBE Firm)

(Number) (Street) (City) (State) (Zip)

was offered the opportunity to bid on project number ____________________, ON ____________________

by ________________________________ (Prime Contractor’s Name) ________________ (Prime Contractor Official’s Name) ________________ (Title)

The statements contained in Section I and Section II of this document are, to the best of my knowledge and belief, true and accurate.

______________________________ ________________
(Name) (Title) (Phone)

______________________________ ________________
(Signature) (Fax Number)

This form must be completed monthly by the prime contractor.

---

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**
Solicitation Number - DHMH OPASS-12-10879
The Maryland Tobacco Quitline

A Pre-Proposal Conference will be held at 1pm on June 5, 2012, at 201 West Preston Street, Room 300 Baltimore, MD 21201. A phone conference option is also available for the pre-proposal meeting. Please return this form by June 1, 2012, advising us of your intentions to attend either in person or via phone conference option. For phone conference option, please dial 410-225-5300 and enter pass code 0705.

Return via e-mail or fax this form to the Point of Contact:

Vern L. Shird, CPPB
Family Health Administration
Dept of Health and Mental Hygiene
201 W. Preston Street, Room 306
Baltimore, MD 21201
e-mail: vshird@dhmh.state.md.us
phone: 410.767.5555
fax: 410.333.7106

Please indicate:

_____ Yes, the following representatives will be in attendance in person:
_____ Yes, the following representatives will be in attendance via phone conference option:

1. ____________________________________________________________

2. ____________________________________________________________

3. ____________________________________________________________

_____ No, we will not be in attendance.

__________________________________________
Signature

__________________________________________
Title

__________________________________________
Name of Firm (please print)
ATTACHMENT F – FINANCIAL PROPOSAL FORM AND INSTRUCTIONS

FINANCIAL INSTRUCTION FORM

In order to assist Offerors in the preparation of their price proposal and to comply with the requirements of this solicitation, Price Instructions and Price Proposal Form have been prepared. Offerors shall submit their price proposal on the form in accordance with the instructions on the form and as specified herein. Do not alter the forms or the price proposal may be rejected. The Price Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to all proposed prices.

The price proposal form is used to calculate the Offeror's TOTAL PRICE PROPOSED.

A) All Unit/Extended Prices must be clearly entered in dollars and cents, e.g., $24.15

B) All Unit Prices must be the actual unit price the State shall pay for the proposed item per this RFP and may not be contingent on any other factor or condition in any manner.

C) All calculations shall be rounded to the nearest cent, i.e. .344 shall be 34 and .345 shall be 35.

D) Every blank in the price proposal form shall be filled in.

E) Except as instructed on the form, nothing shall be entered on the price proposal form that alters or proposes conditions or contingencies on the prices.

F) It is imperative that the prices included on the Price Proposal Form have been entered correctly and calculated accurately by the vendor and that the respective total prices agree with the entries on the Price Proposal Form. Any incorrect entries or inaccurate calculations by the vendor will be treated as provided in COMAR 21.05.03.03.E.

G) All costs, including but not limited to personnel, supervision, training, travel, administrative costs, materials, postage and handling, data collection and reporting, referral database, language and system capability, must be included in the unit prices. [ ]

H) CHP will not pay for non-registered participants, such as inquiries from the general public, out-of-state calls, prank calls, wrong numbers, hang-ups, or voicemail. CHP will not pay for letters or calls made in an attempt to reach participants. All prices set forth on the Financial Proposal Form must be for received/completed units.

I) Pharmacotherapy: Only participants enrolled in the multiple call program are eligible for pharmacotherapy.

J) The Financial Proposals will be ranked with reference to the aggregate total of Item “I” below for the All Contract Terms. The available budget in support of the Quitline may vary. For purposes of preparing this financial proposal ONLY, the Offeror shall enter the Unit Price for Items A, B, C, D, E, F, G, and H, and then multiply the total number of estimated units provided by CHP (as an estimate only) to obtain a total price for each item. The sum of these lines should then be calculated and reflected on line I. The sum of the amount on Line I for five contract years in Attachment F-6 represents the total evaluated price. The Offeror shall complete Attachment F in its’ entirety.
## Attachment F 1 – Financial Proposal
### INITIAL CONTRACT TERM – YEAR 1

<table>
<thead>
<tr>
<th>Service</th>
<th>Definition</th>
<th>Price per unit</th>
<th>Estimated number of units (For financial proposal comparison purposes only)</th>
<th>Total Price (unit price x # units)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Registration for services which also includes text and web based interventions</td>
<td>Completed registration of tobacco users, family or friends, and providers who request information only, materials only, or counseling. Registration may take place via telephone, text, web, electronic, fax or other services as proposed and must include the NAQC MDS questions.</td>
<td>$</td>
<td>8,000</td>
<td></td>
</tr>
<tr>
<td>B. Single Call or Call 1 of the multiple call program</td>
<td>Completed single intervention call – or – the first call of the multiple call program by a Quitline Counselor.</td>
<td>$</td>
<td>7,500</td>
<td></td>
</tr>
<tr>
<td>C. Each Proactive/Subsequent Call in the multiple call program</td>
<td>Completed scheduled intervention call with participants enrolled in the multiple-call program.</td>
<td>$</td>
<td>7,500</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Price includes all shipping, handling, and all other cost involved with acquisition and dissemination costs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>------------------------</td>
<td>--------------------------------------------------------------------------------------------------------</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>D</td>
<td>Patch (2 weeks)</td>
<td>$2,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Patch (4 weeks)</td>
<td>$2,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Gum (2 weeks)</td>
<td>$600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Gum (4 weeks)</td>
<td>$600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>Evaluation</td>
<td>$1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>Overall Year 1 Price</td>
<td>A+B+C+D+E+F+G+H=</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>
## Attachment F 2 – Financial Proposal

### YEAR 2

<table>
<thead>
<tr>
<th>Service</th>
<th>Definition</th>
<th>Price per unit</th>
<th>Estimated number of units (For financial proposal comparison purposes only)</th>
<th>Total Price (unit price x # units)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Registration for services which also includes text and web based interventions</td>
<td>Completed registration of tobacco users, family or friends, and providers who request information only, materials only, or counseling. Registration may take place via telephone, text, web, electronic, fax or other services as proposed and must include the NAQC MDS questions.</td>
<td>$</td>
<td>8,000</td>
<td></td>
</tr>
<tr>
<td>B. Single Call or Call 1 of the multiple call program</td>
<td>Completed single intervention call – or – the first call of the multiple call program by a Quitline Counselor.</td>
<td>$</td>
<td>7,500</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Each Proactive/Subsequent Call in the multiple call program</td>
<td>$7,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Patch (2 weeks)</td>
<td>$2,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Patch (4 weeks)</td>
<td>$2,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Gum (2 weeks)</td>
<td>$600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Gum (4 weeks)</td>
<td>$600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service</td>
<td>Definition</td>
<td>Price per unit</td>
<td>Estimated number of units (For financial proposal comparison purposes only)</td>
<td>Total Price (unit price x # units)</td>
</tr>
<tr>
<td>---------</td>
<td>---------------------------------------------------------------------------</td>
<td>----------------</td>
<td>---------------------------------------------------------------------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>A. Registration for services which also includes text and web based interventions</td>
<td>Completed registration of tobacco users, family or friends, and providers who request information only, materials only, or counseling. Registration may take place via telephone, text, web, electronic, fax or other services as proposed and must include the NAQC MDS questions.</td>
<td>$</td>
<td>8,000</td>
<td></td>
</tr>
<tr>
<td>B. Single Call or Call 1 of the multiple call program</td>
<td>Completed single intervention call – or – the first call of the multiple call program by a Quitline Counselor.</td>
<td>$7,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Each Proactive/Subsequent Call in the multiple call program</td>
<td>Completed scheduled intervention call with participants enrolled in the multiple-call program.</td>
<td>$7,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Patch (2 weeks)</td>
<td>Price includes all shipping, handling, and all other cost involved with acquisition and dissemination costs.</td>
<td>$2,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Patch (4 weeks)</td>
<td>Price includes all shipping, handling, and all other cost involved with acquisition and dissemination costs.</td>
<td>$2,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F. Gum (2 weeks)</td>
<td>Price includes all shipping, handling, and all other cost involved with acquisition and dissemination costs.</td>
<td>$600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service</td>
<td>Definition</td>
<td>Price per unit</td>
<td>Estimated number of units (For financial proposal comparison purposes only)</td>
<td>Total Price (unit price x # units)</td>
</tr>
<tr>
<td>---------</td>
<td>------------</td>
<td>----------------</td>
<td>-------------------------------------------------------------------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>G. Gum (4 weeks)</td>
<td>Price includes all shipping, handling, and all other cost involved with acquisition and dissemination costs.</td>
<td>$</td>
<td>600</td>
<td></td>
</tr>
<tr>
<td>H. Evaluation</td>
<td>Price includes all costs for an annual evaluation as defined in section 3.2.9 and Attachment M.</td>
<td>$</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>I. Overall Year 3 Price</td>
<td></td>
<td></td>
<td>A+B+C+D+E+F+G+H=</td>
<td>$</td>
</tr>
</tbody>
</table>

**Attachment F 4 – Financial Proposal**

**YEAR 4**
<table>
<thead>
<tr>
<th>A. Registration for services which also includes text and web based interventions</th>
<th>Completed registration of tobacco users, family or friends, and providers who request information only, materials only, or counseling. Registration may take place via telephone, text, web, electronic, fax or other services as proposed and must include the NAQC MDS questions.</th>
<th>$</th>
<th>8,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Single Call or Call 1 of the multiple call program</td>
<td>Completed single intervention call – or – the first call of the multiple call program by a Quitline Counselor.</td>
<td>$</td>
<td>7,500</td>
</tr>
<tr>
<td>C. Each Proactive/Subsequent Call in the multiple call program</td>
<td>Completed scheduled intervention call with participants enrolled in the multiple-call program.</td>
<td>$</td>
<td>7,500</td>
</tr>
<tr>
<td>D. Patch (2 weeks)</td>
<td>Price includes all shipping, handling, and all other cost involved with acquisition and dissemination costs</td>
<td>$</td>
<td>2,000</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Details</td>
<td>Price</td>
</tr>
<tr>
<td>---</td>
<td>-------------</td>
<td>---------</td>
<td>-------</td>
</tr>
<tr>
<td>E.</td>
<td>Patch (4 weeks)</td>
<td>Price includes all shipping, handling, and all other cost involved with acquisition and dissemination costs.</td>
<td>$2,000</td>
</tr>
<tr>
<td>F.</td>
<td>Gum (2 weeks)</td>
<td>Price includes all shipping, handling, and all other cost involved with acquisition and dissemination costs.</td>
<td>$600</td>
</tr>
<tr>
<td>G.</td>
<td>Gum (4 weeks)</td>
<td>Price includes all shipping, handling, and all other cost involved with acquisition and dissemination costs.</td>
<td>$600</td>
</tr>
<tr>
<td>H.</td>
<td>Evaluation</td>
<td>Price includes all costs for an annual evaluation as defined in section 3.2.9 and Attachment M.</td>
<td>$1</td>
</tr>
<tr>
<td>I.</td>
<td>Overall Year 4 Price</td>
<td>$A+B+C+D+E+F+G+H=</td>
<td>$</td>
</tr>
<tr>
<td>Service</td>
<td>Definition</td>
<td>Price per unit</td>
<td>Estimated number of units (For financial proposal comparison purposes only)</td>
</tr>
<tr>
<td>---------</td>
<td>------------</td>
<td>----------------</td>
<td>--------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>A. Registration for services which also includes text and web based interventions</td>
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<td>8,000</td>
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<tr>
<td>B. Single Call or Call 1 of the multiple call program</td>
<td>Completed single intervention call – or – the first call of the multiple call program by a Quitline Counselor.</td>
<td>$</td>
<td>7,500</td>
</tr>
<tr>
<td>C. Each Proactive/Subsequent Call in the multiple call program</td>
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<td>7,500</td>
</tr>
<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>D. Patch</strong>&lt;br&gt;(2 weeks)</td>
<td>Price includes all shipping, handling, and all other cost involved with acquisition and dissemination costs.</td>
<td>$</td>
<td>2,000</td>
</tr>
<tr>
<td><strong>E. Patch</strong>&lt;br&gt;(4 weeks)</td>
<td>Price includes all shipping, handling, and all other cost involved with acquisition and dissemination costs.</td>
<td>$</td>
<td>2,000</td>
</tr>
<tr>
<td><strong>F. Gum</strong>&lt;br&gt;(2 weeks)</td>
<td>Price includes all shipping, handling, and all other cost involved with acquisition and dissemination costs.</td>
<td>$</td>
<td>600</td>
</tr>
<tr>
<td><strong>G. Gum</strong>&lt;br&gt;(4 weeks)</td>
<td>Price includes all shipping, handling, and all other cost involved with acquisition and dissemination costs.</td>
<td>$</td>
<td>600</td>
</tr>
<tr>
<td><strong>H. Evaluation</strong></td>
<td>Price includes all costs for an annual evaluation as defined in section 3.2.9 and Attachment M.</td>
<td>$</td>
<td>1</td>
</tr>
<tr>
<td><strong>I. Overall Year 5 Price</strong></td>
<td>A+B+C+D+E+F+G+H=</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>
## Attachment F 6 – Financial Proposal

**FINANCIAL PROPOSAL SUMMARY – ENTIRE CONTRACT TERM**

<table>
<thead>
<tr>
<th>Year</th>
<th>Item “I”</th>
<th>(F1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>F1 Year 1</td>
<td>_________</td>
<td>(F1)</td>
</tr>
<tr>
<td>F2 Year 2</td>
<td>_________</td>
<td>(F2)</td>
</tr>
<tr>
<td>F3 Year 3</td>
<td>_________</td>
<td>(F3)</td>
</tr>
<tr>
<td>F4 Year 4</td>
<td>_________</td>
<td>(F4)</td>
</tr>
<tr>
<td>F5 Year 5</td>
<td>_________</td>
<td>(F5)</td>
</tr>
</tbody>
</table>

Add the amount entered on item I on all attachments F1, F2, F3, F4, and F5 together and enter the added result on the TOTAL EVALUATED PRICE line below:

**TOTAL EVALUATED PRICE $__________**

Authorized Signature: ____________________________
Printed Name: __________________________________
Printed Title: __________________________________
Telephone #: ______________ Fax #: ______________
Company Name : _______________________________________

Company Address: _______________________________________
FEIN: __________________ eMM #: __________________
Date: ____________________________
A. This contract is subject to the Living Wage requirements in the Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services valued at $100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee’s time during any work week on the State Contract.

B. The Living Wage Law does not apply to:

(1) A Contractor who:

(a) Has a State contract for services valued at less than $100,000, or

(b) Employs 10 or fewer employees and has a State contract for services valued at less than $500,000.

(2) A Subcontractor who:

(a) Performs work on a State contract for services valued at less than $100,000,

(b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than $500,000, or
(c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.

(3) Service contracts for the following:

(a) Services with a Public Service Company;

(b) Services with a nonprofit organization;

(c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement (“Unit”); or

(d) Services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of the Md. Code Ann., State Finance and Procurement Article, Title 18.

E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry’s Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s share of the health insurance premium, as provided in the Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee’s wage rate below the minimum wage set at Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.

H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of
the employer’s contribution to an employee’s deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer’s contribution to an employee’s deferred compensation plan shall not lower the employee’s wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.

I. Under Md. Code Ann., State and Finance Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of $20 per day for each employee paid less than the Living Wage.

J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry Website at http://www.dllr.state.md.us/labor/ and clicking on Living Wage.
ATTACHMENT G-1 - MARYLAND LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _______________________________________________ Tier___________________

Name of Contractor ________________________________________________________________

Address__________________________________________________________________________

City______________________________________ State_________ Zip Code__________________

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons (check all that apply):

☐ Bidder/Offeror is a nonprofit organization
☐ Bidder/Offeror is a public service company
☐ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than $500,000
☐ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than $100,000

If the Contract is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with the Md. Code Ann., State Finance and Procurement Article, Title 18 and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____________________(initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

☐ The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract
☐ The employee(s) proposed to work on the contract is/are 17 years of age or younger during the duration of the contract; or
☐ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _______________________________________
_____________________________________________________________________
Signature of Authorized Representative    Date
_____________________________________________________________________
Title
_____________________________________________________________________
Witness Name (Typed or Printed)
_____________________________________________________________________
Witness Signature       Date

Submit This Affidavit with Bid/Proposal
ATTACHMENT H – FEDERAL FUNDS REQUIREMENTS AND CERTIFICATIONS

A Summary of Certain Federal Fund Requirements and Restrictions
[Details of particular laws, which may levy a penalty for noncompliance, are available from the Department of Health and Mental Hygiene.]

1. Form and rule enclosed: 18 U.S.C. 1913 and section 1352 of P.L. 101-121 require that all prospective and present subgrantees (this includes all levels of funding) who receive more than $100,000 in federal funds must submit the form “Certification Against Lobbying”. It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF-LLL.

2. Form and instructions enclosed: “Form LLL, Disclosure of Lobbying Activities” must be submitted by those receiving more than $100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.

3. Form and summary of Act enclosed: Subrecipients of federal funds on any level must complete a “Certification Regarding Environmental Tobacco Smoke, required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.

4. In addition, federal law requires that:

   A) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and subrecipients) which expend a total of $500,000 or more in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act of 1996, P.L. 104-156, and the Office of Management and Budget (OMB) Circular A-133. All subgrantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the DHMH, Audit Division, 605 S. Chapel Gate Lane, Old School Building, Baltimore, MD 21229.

   B) All subrecipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).

   C) Recipients of $10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

   Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of $50,000 or more.
This clause must appear in subcontracts of $10,000 or more:

a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.

c) In the event of the contractor’s non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.

d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor’s obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:
Grantees that provide health... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

D) All subrecipients comply with Title VI of the Civil Rights Act of 1964, that they must not discriminate in participation by race, color, or national origin.

E) All subrecipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate in excess of Executive Level 1 per year. (This includes, but is not limited to, subrecipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)

F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.

G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.

H) For research projects, a form for Protection of Human Subjects (Assurance/Certification/Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]

I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

Rev. 3/2008
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children’s services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children’s services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source or applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children’s services and that all subrecipients shall certify accordingly.

NAME: ___________________________________________
TITLE: ___________________________________________
GRANT NO:___________________________________________
STATE: ____________________________________________
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL “Disclosure Form to Report Lobby,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

<table>
<thead>
<tr>
<th>Award No.</th>
<th>Organization Entity</th>
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<table>
<thead>
<tr>
<th>Name and Title of Official for Organization Entity</th>
<th>Telephone No. of Signing Official</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Signature of Above Official</th>
<th>Date Signed</th>
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</tbody>
</table>
## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Grant</td>
<td>b. Initial award</td>
<td>b. Material change</td>
</tr>
<tr>
<td>c. Cooperative Agreement</td>
<td>c. Post-award</td>
<td>For Material Change Only:</td>
</tr>
<tr>
<td>d. Loan</td>
<td></td>
<td>Year ________ quarter _________</td>
</tr>
<tr>
<td>e. Loan guarantee</td>
<td></td>
<td>Date of last report ____________</td>
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<tr>
<td>f. Loan insurance</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Name and Address of Reporting Entity:</th>
<th>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Prime □ Subawardee Tier _____, if known:</td>
<td>Congressional District, if known:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Federal Department/Agency:</th>
<th>7. Federal Program Name/Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CFDA Number, if applicable: ______</td>
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</table>

<table>
<thead>
<tr>
<th>8. Federal Action Number, if known:</th>
<th>9. Award Amount, if known:</th>
</tr>
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<tr>
<td></td>
<td>$</td>
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</table>

<table>
<thead>
<tr>
<th>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</th>
<th>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>11. Amount of Payment (check all that apply)</th>
<th>13. Type of Payment (check all that apply)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$_______ □ actual □ planned</td>
<td>□ a. retainer □ b. one-time □ c. commission</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12. Form of Payment (check all that apply)</th>
<th>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ a. cash</td>
<td>(attach Continuation Sheet(s) SF-LLLA, if necessary)</td>
</tr>
<tr>
<td>□ b. in-kind; specify: nature ________</td>
<td></td>
</tr>
<tr>
<td></td>
<td>value ________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>15. Continuation Sheet(s) SF-LLLA attached:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Yes □ No</td>
<td>Telephone No.: Date:</td>
</tr>
</tbody>
</table>

Signature: ______________________________________
Print Name: ______________________________________
Title: ___________________________________________

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

10. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

A PDF version of this form is available on-line at: http://www.whitehouse.gov/sites/default/files/omb/grants/sflll.pdf
ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes an Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: ____________________________ By: ______________________________

(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH THE TECHNICAL RESPONSE
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and among the Family Health Administration, a unit of the Maryland Department of Health and Mental Hygiene (herein referred to as “Covered Entity”) and ___________________________________________ (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties”.

WHEREAS, Covered Entity have a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent regulations (45 CFR Parts 160 and 64), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§4-301 et seq.) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS.

A. Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

B. Breach. “Breach” shall have the same meaning as the term “breach” in 45 CFR § 164.402.

C. Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR §164.501.

D. Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
E. Protected Health Information. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

F. Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR §164.501.

G. Secretary. “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his or her designee.

H. Unsecured Protected Health Information. “Unsecured Protected Health Information” or “Unsecured PHI” shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in the §13402(h) of the HITECH Act.

II. USE OR DISCLOSURE OF PHI BY BUSINESS ASSOCIATE.

A. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule.

B. Business Associate shall only use and disclose PHI if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e).

C. Business Associate shall be directly responsible for full compliance with the relevant requirements of the Privacy Rule to the same extent as Covered Entity.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

A. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement, the MCMRA, or as Required By Law.

B. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

C. Business Associate shall immediately notify Covered Entity of any use or disclosure of PHI in violation of this Agreement.

D. In addition to its obligations in Section III.C, Business Associate shall document and notify Covered Entity of a Breach of Unsecured PHI. Business Associate’s notification to Covered Entity hereunder shall:

1. Be made to Covered Entity without unreasonable delay and in no case later than 50 calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 CFR Part E within 50 calendar days.
after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;

2. Include the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;

3. Be in substantially the same form as Exhibit A hereto; and

4. Include a draft letter for the Covered Entity to utilize to notify the Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:

   a) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

   b) A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);

   c) Any steps the Individuals should take to protect themselves from potential harm resulting from the Breach;

   d) A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and

   e) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

E. In the event of an unauthorized use or disclosure of PHI or a Breach of Unsecured PHI, Business Associate shall mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

F. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

G. To the extent applicable, Business Associate shall provide access to Protected Health Information in a Designated Record Set at reasonable times, at the request of Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.

H. To the extent applicable, Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual.

I. Business Associate shall, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.
J. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Should an individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. §164.528, Business Associate agrees to promptly provide Covered Entity with information in a format and manner sufficient to respond to the individual's request.

K. Business Associate shall, upon request with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI provided to it by Covered Entity.

L. Business Associate shall make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with the Privacy Rule. The aforementioned information shall be made available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate shall comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held by Business Associate.

M. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. §164.502(j)(1).

N. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. TERM AND TERMINATION.

A. Term. The Term of this Agreement shall be effective as of ___________________________, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section IV.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement;

2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

3. If neither termination nor cure is feasible, report the violation to the Secretary.
C. Effect of Termination.

1. Except as provided in paragraph C(2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain any copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. After written notification that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

3. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

V. CONSIDERATION

Business associate recognizes that the promises it has made in this agreement shall, henceforth, be detrimentally relied upon by covered entity in choosing to continue or commence a business relationship with business associate.

VI. REMEDIES IN EVENT OF BREACH

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to (and not supersede) any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement.

VII. MODIFICATION; AMENDMENT

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.
VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical records information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for protected health information, Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS.

A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

B. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Ramiek James  
Privacy Officer  
Department of Health & Mental Hygiene  
Division of Corporate Compliance & Integrity  
201 W. Preston Street  
Room 522  
Baltimore, MD 21201-2301  
Phone: (410) 767-5411

D. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: __________________________________________

Attention: __________________________________________

Phone: __________________________________________
IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

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<tr>
<th>COVERED ENTITY:</th>
<th>BUSINESS ASSOCIATE:</th>
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NOTIFICATION TO THE
MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE
ABOUT A
BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

This notification is made pursuant to Section IIID(3) of the Business Associate Agreement between:

- Family Health Administration, a unit of the Maryland Department of Health and Mental Hygiene (DHMH), and
- ______________________________________________________________ (Business Associate).

Business Associate hereby notifies DHMH that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: __________________________________________________________________________________________

Date of the breach: __________________ Date of discovery of the breach: __________________________

Does the breach involve 500 or more individuals? Yes / No If yes, do the people live in multiple states? Yes / No

Number of individuals affected by the breach: ______________________________________________________________

Names of individuals affected by the breach: ______________________________________________________________ (attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

______________________________________________________________________________________________________

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

______________________________________________________________________________________________________

______________________________________________________________________________________________________

Contact information to ask questions or learn additional information:

Name: ______________________________________________________________________
Title: ______________________________________________________________________
Address: ______________________________________________________________________
Email Address: ______________________________________________________________________
Phone Number: ______________________________________________________________________
THIS NON-DISCLOSURE AGREEMENT (the “Agreement”) is made this ________ day of ______, 20______, by and between the State of Maryland (the “State”), acting by and through its Department of Health and Mental Hygiene (the “Department”) and _________________________________________________________________ (the “Contractor”).

RECITALS

WHEREAS, the Contractor has been awarded a contract (the “Contract”) for (enter a short description of the service) Contract No. DHMH-OPASS _______-_______________ dated _______________________, 20________ (the “Contract”); and

WHEREAS, in order for the Contractor to perform the work required under the Contract, it will be necessary for the State at times to provide the Contractor and the Contractor’s employees, agents, and subcontractors (collectively the “Contractor’s Personnel”) with access to certain information the State deems confidential information (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the RFP and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the Contractor in connection with the Contract, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.

2. Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the Contract. Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the Contractor. Contractor shall update Exhibit A by adding additional names (whether Contractor’s personnel or a subcontractor’s personnel) as needed, from time to time.

3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the RFP or who will otherwise have a role in performing any aspect of the RFP, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor’s Personnel or the Contractor’s former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. Contractor shall, at its own expense, return to the Department all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the Contract. Confidential Information returned to the State shall be accompanied by the Certification that is attached hereto and made a part hereof as Exhibit B and shall be signed by an officer of the Contractor authorized to bind the Contractor.

7. A breach of this Agreement by the Contractor or by the Contractor’s Personnel shall constitute a breach of the Contract between the Contractor and the State.

8. Contractor acknowledges that any failure by the Contractor or the Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Contractor and the Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor’s Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.

9. Contractor and each of the Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the Contractor shall provide originals of such executed Agreements to the State.

10. The parties further agree that:

   a. This Agreement shall be governed by the laws of the State of Maryland;
   b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
   c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
   d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
   e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
   f. The Recitals are not merely prefatory but are an integral part hereof.

Contractor: <INSERT NAME>
______________________________________________
By: ___________________________________ (SEAL)
Printed Name and Title
________________________________________

Maryland Department of Health & Mental Hygiene:
______________________________________________
By: ___________________________________ (SEAL)
Printed Name and Title
________________________________________
# EXHIBIT A

## LIST OF CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

<table>
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<tr>
<th>Printed Name and Address of Individual/Agent</th>
<th>Employee (E) or Agent (A)</th>
<th>Signature</th>
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# EXHIBIT B

## CERTIFICATION TO ACCOMPANY RETURN OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Agreement by and between the State of Maryland and ____________________________________________________________ (“Contractor”) dated ________________, 20____ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, HAVING MADE DUE INQUIRY.

DATE:______________________________

NAME OF CONTRACTOR: _____________________________________________

BY:_____________________________________________________________
    (Signature)

TITLE: __________________________________________________________
    (Authorized Representative and Affiant)
A.  AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title]_______________________________________________
and the duly authorized representative of [name of business]________________________ and that I possess the
legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B.  AFFIRMATION THAT NO PRIOR SERVICES HAVE BEEN PERFORMED FOR OR ON
BEHALF OF THE TOBACCO INDUSTRY OR RELATED ENTITIES

BY CHECKING THIS BOX ☐ I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined
in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or
any of its officers, directors, partners, or any of its employees has ever performed services directly or
indirectly, for or on behalf of a tobacco product manufacturer, distributor, wholesaler, marketer, or any other
entity which is part of the tobacco industry or related thereto.

C.  AFFIRMATION THAT SOME PRIOR SERVICES MAY HAVE BEEN PERFORMED FOR
OR ON BEHALF OF THE TOBACCO INDUSTRY OR RELATED ENTITIES

BY CHECKING THIS BOX ☐ I ACKNOWLEDGE THAT I AM UNABLE TO MAKE THE
AFFIRMATION SET FORTH IN “B” ABOVE, AND IN ITS’ PLACE, I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, the above business (as is defined in Section 16-
101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its
officers, directors, partners, or any of its employees may have performed services in the past, either directly
or indirectly, for or on behalf of a tobacco product manufacturer, distributor, wholesaler, marketer, or any
other entity which is part of the tobacco industry or related thereto.

To the best of my knowledge, information, and belief, and after due diligence in attempting to ascertain such
knowledge and information, the listing of services performed for past and current tobacco industry or related
entities which I have attached to this affidavit and make a part hereof by reference, constitutes the complete
record of such services. I understand that this listing shall include for each instance of service, the following
information: (1) dates services performed; (2) name of entity or person for which services were performed;
(3) descriptive name of project or service provided; (4) brief description of services provided; (5) names of
key personnel involved in delivering services; and (6) total remuneration received for providing such
services. If ongoing services were provided as opposed to discrete projects, each calendar year during
which such services were provided shall be treated as distinct projects. When any item of information is
lacking, I understand that I shall so state in the listing and describe what attempts were made to find the
missing information.

D.  AFFIRMATION THAT NO SERVICES WILL BE PERFORMED FOR THE TOBACCO
INDUSTRY OR RELATED ENTITIES DURING THE TERM OF CONTRACT AWARD
I FURTHER AFFIRM THAT:

Absent the express written consent of the Maryland Department of Health and Mental Hygiene, neither I, the above business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees will perform services either directly or indirectly for or on behalf of the tobacco industry or related entities during the term of any contract awarded as a result of this RFP or any extensions or renewals thereof.

E. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:_______ By:____________________________________

(Authorized Representative and Affiant)
ATTACHMENT M – MARYLAND TOBACCO QUITLINE REPORTING REQUIREMENTS

All reports shall be submitted electronically in PDF version.

A. WEEKLY REPORTS: Provide a weekly report that captures these elements due to CHP by the Wednesday proceeding the current week.

1. Participant by type (tobacco user, proxy and provider) by Day of week
2. “How heard about” responses with customization based upon particular state promotional efforts
3. Services offered

B. MONTHLY REPORTS: Provide a monthly report that captures these elements for current month and contract year-to-date due to CHP by the 15th of the proceeding month.

1. Total incoming calls
2. Live response rate
3. Average speed of answer
4. Messages left
5. Number of participants registered for services by type of participant (tobacco user, proxy and provider)
6. First time participants vs. Repeat participants
7. Other calls (calls not resulting in registered client): general public/info, prank, wrong number, etc.
8. Tobacco users by stage of readiness to quit
9. Tobacco users by type of tobacco
10. Pregnancy status (pregnant, post partum, breastfeeding, planning pregnancy)
11. Tobacco users by race
12. Tobacco users by ethnicity
13. Tobacco users by gender
14. Tobacco users by age
15. Tobacco users by education
16. Tobacco users by language
17. “How heard about” responses with customization based upon particular state promotional efforts
18. Registrations by county
19. Participant type by county
20. How heard about by county
21. Participants by health plan
22. Participants by mental and or behavioral health status
23. Participants by Chronic diseases
24. Fax Referrals and services provided
25. Referrals to community resources
26. Up to 3 custom questions per year as requested by CHP
27. Provider advice to quit (may be collected periodically)
28. Smoking policy in home (may be collected periodically)
29. Total services provided in current month (current month’s registrants)
30. Services provided to tobacco users in current month
31. Services provided to providers in current month
32. Services provided to proxy participants in current month
33. Services provided to clients during month, regardless of registration date
   • Single call intervention: registered, completed, attempt letter, materials only
   • Multiple call intervention: registered, completed 1st, 2nd, 3rd, 4th calls, etc. attempt letter, ad-hoc calls)
• Web-based interventions
• Text-based interventions
• Pharmacology sent out
• Materials (aka “quit kits”) sent to registrants (number by type)

C. QUARTERLY REPORTS: Provide a report that captures these elements for current quarter and contract year-to-date due to CHP by the 15th of the proceeding month after the end of the quarter.

1. Performance measures as described in Section 3.2.4.3.
2. Race by county
3. Gender by county
4. Ethnicity by county
5. Participant type by county
6. Income (utilizing BRFSS (Behavioral Risk Factor Surveillance System) income ranges)
7. Insurance status
8. Health Plan
9. Employment status - Note: employer name must be included in client database, but not reported in monthly or quarterly reports

D. ANNUAL REPORTS AND QUIT AND SATISFACTION EVALUATION:
1. Provide an annual report that provides highlights for the state fiscal year due to CHP by the 15th of the proceeding month after the end of the fiscal year. The final contract report shall be provided 15 days before contract ends. The report shall be delivered in a pdf version as well as a power point presentation highlighting key achievements for performance as well as key demographic served, utilization of services, and trends in call volume throughout the fiscal year. This report should also include any recommendations for increase services and/or additional utilization recommendations.

2. Provide an annual evaluation due to CHP by the 15th of the proceeding month after the end of the fiscal year. The final contract report shall be provided 15 days before contract ends. The evaluation shall be completed using NAQC approved MDS follow-up survey, and CHP approved evaluation plan to determine participant satisfaction, calculated seven-month quit rates, and bivariate analysis to determine correlations between participant characteristics, satisfaction and quit rates. The seven-month quit rates should be calculated using both intent-to-treat and respondent methodologies.
ATTACHMENT N – MARYLAND TOBACCO QUITLINE LOGO