



REQUEST FOR PROPOSALS (RFP)

SOLICITATION NO. DHMH OPASS –14-13691

Issue Date: February 4, 2014

MARYLAND HEALTHIER COMMUNITIES SURVEY (MHCS)

NOTICE

A Prospective Offeror that has received this document from the Department of Health and Mental Hygiene's website or <https://emaryland.buyspeed.com/bsol/>, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide the Prospective Offeror's name and mailing address so that addenda to the RFP or other communications can be sent to the Prospective Offeror.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

**STATE OF MARYLAND
NOTICE TO VENDORS**

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 this solicitation. Please return your comments with your response. If you have chosen not to respond to this Contract, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Sheet below for contact information).

Title: MD Healthier Communities Survey
Solicitation No: DHMH OPASS – 14-13691

1. If you have chosen not to respond to this solicitation, 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 the State of Maryland is simply too complicated. (Explain in REMARKS section.)
 - We cannot be competitive. (Explain in REMARKS section.)
 - Time allotted for completion of the Proposal/Proposal is insufficient.
 - Start-up time is insufficient.
 - Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
 - Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
 - MBE or VSBE 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 have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS: _____

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) ____ - _____

Address: _____

E-mail Address: _____

**STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE
RFP KEY INFORMATION SUMMARY SHEET**

Request for Proposals: Maryland Healthier Communities Survey

Solicitation Number: DHMH OPASS – 14-13691

RFP Issue Date: February 4, 2014

RFP Issuing Office: Maryland Department of Health and Mental Hygiene
Center for Tobacco Prevention & Control,
Cancer and Chronic Disease Prevention Bureau

Procurement Officer: Michael Howard
201 W. Preston St, Room 416A
Baltimore, MD 21201
Phone: 410-767-0974 Fax: 410-333-5958
e-mail: michael.howard@maryland.gov

Contract Officer: Allegra Daye
201 W. Preston St, Room 416A
Baltimore, MD 21201
Phone: 410-767-5741 Fax: 410-333-5958
e-mail: allegra.daye@maryland.gov

Contract Monitor: Robert M. Fiedler
Center for Tobacco Prevention & Control
Cancer and Chronic Disease Prevention Bureau
Prevention & Health Promotion Administration
201 W. Preston St., Baltimore MD 21201
Phone: 410.767.6878 Fax: 410.333.7903
e-mail: robert.fiedler@maryland.gov

Proposals are to be sent to: Maryland Department of Health and Mental Hygiene
201 W. Preston St, Room 416A
Baltimore, MD 21201
Attention: Michael Howard

Pre-Proposal Conference: February 21, 2014 at 10:00 a.m. Local Time
201 W. Preston Street, L-4, Baltimore, MD 21201

Closing Date and Time: March 5, 2014 at 2:00 p.m. Local Time

MBE Subcontracting Goal: 20%

VSBE Subcontracting Goal: 0%

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Maryland Department of Health and Mental Hygiene (DHMH or the Department), Center for Tobacco Prevention and Control of the Cancer and Chronic Disease Prevention Bureau, Prevention and Health Promotion Administration, is issuing this Request for Proposals (RFP) to conduct a random-digit dial telephone survey of Maryland adults for a portion of calendar 2014 and throughout 2016. The survey interviews are to be conducted with the assistance of a Computer Assisted Telephone Interviewing (CATI) system with capabilities more fully described herein.
- 1.1.2 It is the State's intention to obtain services, as specified in this RFP, from a Contract between the selected Offeror and the State. The anticipated duration of services to be provided under this Contract is approximately three years and six months. See Section 1.4 for more information.
- 1.1.3 The Department intends to make a single award as a result of this RFP.
- 1.1.4 Offerors, 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 successful Offeror (the Contractor) shall remain 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. **Business Day(s)** – The official Working Days of the week to include Monday through Friday. Official Working Days exclude State Holidays (see definition of “Normal State Business Hours” below).
- b. **Call Attempt** – Any attempt by the Survey Contractor to place an initial call or initiate a call back.
- c. **Call Back** – When the Survey Contractor calls a telephone number previously called as part of the survey.
- d. **Call Center** – Specific locations operated by the Survey Contractor and/or one or more subcontractors containing the equipment, software, and personnel necessary to conduct random-digit dial telephone surveys.
- e. **Calling Rules** – The established rules for the Survey Contractor to initiate a call and/or to place a call back.
- f. **CATI** – Computer Assisted Telephone Interviewing System (software).
- g. **CATI Programming** – The process of programming a CATI software system with the survey questions, response options available for each question, skip patterns that direct interviewers to the next relevant question given a respondent's last response, etc.
- h. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
- i. **Complete** – Refers to an interview that has progressed to a specified point in the survey questionnaire where it is considered to be a ‘complete’ interview. The definition of a complete varies by survey and rarely is limited to situations where every single question was answered by the respondent.

- j. **Completion Rules** – Rules set forth in the RFP with respect to the number and proportion of complete interviews that are to occur, when a survey interview shall be deemed to be ‘complete,’ etc.
- k. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment A**.
- l. **Contract Commencement** - The date the Contract is signed by the Department following approval of the Contract by the Board of Public Works, if such approval is required. See Section 1.4.1.
- m. **Contract Monitor (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope.
- n. **Contract Officer (CO)** – The Office of Procurement and Support Services (OPASS) designated individual assigned to facilitate the procurement process. The Procurement Officer may designate the Contract Officer to conduct components of the procurement on behalf of the Procurement Officer.
- o. **Contractor** – The selected Offeror that is awarded a Contract by the State.
- p. **Conversion Call Backs** – When the Survey Contractor initiates a call back to a telephone number where an interim disposition code indicating that the respondent or another in the household does not wish to participate in the survey project (hang-ups, direct refusal, proxy refusals, on-going postponement of appointments for call backs, etc.) by an interviewer trained to persuade the contact to change their mind and participate in the survey project.
- q. **Conversion Unit** – A distinct unit comprised of interviewers trained to persuade respondents who have preliminarily declined to participate in the survey project to agree to participate. This unit is typically exclusively assigned conversion callbacks.
- r. **Department or DHMH** – Maryland Department of Health and Mental Hygiene.
- s. **Disposition Codes** – A numeric code assigned to represent the outcome of a call attempt. Disposition codes can be “interim,” that is the telephone number will be called again in accordance with rules associated with the interim disposition code and calling rules generally. Disposition codes can also be “final”, that is the telephone number will not be called again and the disposition code reflects the final status and condition of calls to this number.
- t. **Electronic Monitoring** – The process whereby the Survey Contractor, and at times staff from the Department, can monitor the progress of an interview and the accompanying data entry (visual and audio) electronically and without standing immediately adjacent to the interviewer.
- u. **eMM** – eMaryland Marketplace (see RFP Section 1.8).
- v. **File Creation** – The process whereby a database file is created in accordance with the specifications set forth in this RFP for delivery to the CDC and the Department.
- w. **Go-Live Date** – The date when the Contractor must begin providing all services required by this solicitation. See Section 1.4.3.
- x. **Improbable Values** – Refers to responses that while technically are valid, are of such magnitude as to be improbable. For example, if a respondent is asked how old they are, and responds “110,” while technically it may be a valid allowable response, it is nonetheless improbable and should be double-checked with the respondent to ensure it is accurate.

- y. **Interviewing Period** – The CDC will release telephone samples monthly. With respect to each distinct sample released, the period during which calls to selected numbers should be made by the Survey Contractor (the interviewing period) is six weeks.
- z. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- aa. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- bb. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- cc. **Notice to Proceed (NTP)** – A letter from the Contract Monitor to the Contractor stating the date the Contractor can begin work subject to the conditions of the Contract. After Contract Commencement (see Section 1.4.1), additional NTPs may be issued by the Contract Monitor regarding the start date for any service included within this RFP with a delayed, or non-specified implementation date, or if the Department decides to exercise any optional services identified in this RFP.
- dd. **Offeror** – An entity that submits a Proposal in response to this RFP.
- ee. **Out-of-Range** – Refers to responses that are outside the range of valid responses to a question. For example, if asked on how many days per week a respondent smoked cigarettes, a response of “8” would be out of range given that there are only 7 days in a week.
- ff. **Procurement Coordinator** – The State representative designated by the Procurement Officer to perform certain duties related to this solicitation which are expressly set forth herein.
- gg. **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract and is the only State representative who can authorize changes to the Contract. DHMH may change the Procurement Officer at any time by written notice to the Contractor.
- hh. **Proposal** – As appropriate, either or both of an Offeror’s Technical or Financial Proposal.
- ii. **Randomization of Response Order and Questions** – At times it is appropriate for the response options available to respondents be randomly reversed within a set of questions. For example, if a series of questions ask respondents to rate how much they like something, the order in which the interviewer reads the responses may affect what is selected by the respondent. So respondents can be randomly selected to have them read from best to worst or worst to best to try and eliminate the impact of response option order.
- jj. **Request for Proposals (RFP)** – This Request for Proposals issued by the Maryland Department of Health and Mental Hygiene, Prevention and Health Promotion Administration, Solicitation Number OPASS-14-13691 dated February 4, 2014, including any addenda.
- kk. **Sample Frame** – A discrete grouping of telephone numbers provided by the CDC to the Survey Contractor from which telephone numbers are randomly called in accordance with survey protocols. For this project, the CDC will deliver (release) 12 distinct sample frames, one per month, to the Survey Contractor. Each sample frame has a six week interviewing period during which survey call attempts will be made to selected numbers.

- ll. **Sample Management** – The process by which the Survey Contractor handles samples released to it by the CDC to ensure that call rules and definitions are adhered to and that appropriate completion targets are met during the sample interview period for each sample.
- mm. **Skip Patterns** – The survey questionnaire, with the aid of the CATI software, permits the interviewer to only ask respondents questions relevant to them. For example, if a respondent is asked his/her gender, and responds male, the skip patterns programmed into the software will skip the interviewer past questions that are only relevant to females. Similarly, if a respondent indicates that they had never smoked cigarettes, the software will then skip the interviewer past all the questions about smoking cessation.
- nn. **Survey Size** – In this instance it refers to the target number of completed interviews and not the number of questions (which can be misleading because of programmed skip patterns).
- oo. **State** – The State of Maryland.
- pp. **Total Evaluated Price** - The Offeror’s total proposed price for services in response to this solicitation, included in the Financial Proposal with Attachment F – Price Form, and used in the financial evaluation of proposals (see RFP Section 5.3).
- qq. **Veteran-owned Small Business Enterprise (VSBE)** – a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- rr. **Working Day** – Same as “Business Day(s).”

1.3 Contract Type

The Contract resulting from this solicitation shall be a firm fixed price, as defined in COMAR 21.06.03.02A(1)

1.4 Contract Duration

- 1.4.1 The Contract that results from this solicitation shall commence as of the date the Contract is signed by the Department following approval of the Contract by the Board of Public Works, if such approval is required (“Contract Commencement”). The Contract Commencement is expected to be approximately June 1, 2014.
- 1.4.2 With respect to the calendar 2014 survey, from the date of Contract Commencement through approximately 30 days prior to the actual start of the survey in a Notice to Proceed issued by the Contract Monitor (the “Go-Live Date”), the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the Go-Live Date. With respect to the calendar 2016 survey, Work Plans and start-up activities will take place between approximately October 1, 2015 and December 31, 2015. Compensation will only be paid in accordance with the Invoice Schedule as set forth in RFP Section 3.6.2.
- 1.4.3 As of the Go-Live Date of June 1, 2014 with respect to the calendar 2014 survey and with respect to the calendar 2016 survey, or a later date as contained in a Notice to Proceed issued by the Contract Monitor, the Contractor shall begin performing all activities required by the Contract, including the requirements of the solicitation.
- 1.4.4 The duration of the Contract will be from the date of Contract Commencement through approximately June 30, 2017 for the provision of all services required by the Contract, and the requirements of the RFP including the start-up activities described in RFP Section 1.4.2.

- 1.4.5 The Contractor's obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

1.5 Procurement Officer

- 1.5.1 Except for the Procurement Coordinator and Contract Officer identified below, the sole point of contact in the State for purposes of this solicitation prior to the award of any Contract is the Procurement Officer at the address listed below:

Michael Howard
Maryland Department of Health & Mental Hygiene
Office of Procurement & Support Services
201 W. Preston Street, Room 416A
Baltimore, MD 21201
Phone Number: 410-767-0974
Fax Number: 410-333-5958
E-mail: michael.howard@maryland.gov

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

- 1.5.2 The Procurement Officer designates the following individual as the Procurement Coordinator, who is authorized to act on behalf of the Procurement Officer only as expressly set forth in this solicitation:

Vern Shird
Maryland Department of Health & Mental Hygiene
Office of Administrative Services
Prevention and Health Promotion Administration
201 W. Preston Street, Room 306
Baltimore, MD 21201
Phone Number: 410-767-5555
Fax Number: 410-333-7106
E-mail: vern.shird@maryland.gov

The Department may change the Procurement Coordinator at any time by written notice.

- 1.5.3 The Procurement Officer designates the following individual as the Contract Officer, who is authorized to act on behalf of the Procurement Officer:

Allegra Daye
Maryland Department of Health and Mental Hygiene
Office of Procurement and Support Services
201 West Preston Street
Baltimore, MD 21201
Phone Number: (410) 767-5741
Fax Number: (410) 333-5958
E-mail: allegra.daye@maryland.gov

The Department may change the Contract Officer at any time by written notice.

1.6 Contract Monitor

The Contract Monitor is:

Robert M. Fiedler
Maryland Department of Health and Mental Hygiene
Center for Tobacco Prevention & Control
201 West Preston Street, 315-B
Baltimore, MD 21201
Phone Number: 410.767.6878
Fax Number: 410.333.7903
E-mail: robert.fiedler@maryland.gov

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

1.7 Pre-Proposal Conference

A Pre-Proposal Conference (the Conference) will be held on February 21, 2014, beginning at 10:00 a.m. Local Time, at Maryland Department of Health and Mental Hygiene, 201 W. Preston Street, Baltimore, MD 21201, Conference Room L-4. All prospective Offerors are encouraged to attend in order to facilitate better preparation of their Proposals.

The 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, as well as the questions and answers, will also be posted on eMaryland Marketplace. See RFP Section 1.8.

In order to assure adequate seating and other accommodations at the Conference, please e-mail, mail, or fax to (410-333-7106) the Pre-Proposal Conference Response Form to the attention of the Procurement Coordinator no later than 4:00 p.m. Local Time on February 14, 2014. 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 notify the Procurement Coordinator no later than February 13, 2014. The Department will make a reasonable effort to provide such special accommodation.

1.8 eMarylandMarketplace

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

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHMH website (<http://www.dhmfh.maryland.gov/procumnt/SitePages/procopps.aspx>) and possibly other means for transmitting the RFP and associated materials, the solicitation and summary of the Pre-Proposal Conference, Offeror questions and the Procurement Officer's 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://emaryland.buyspeed.com/bsol/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

1.9 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail address: dhmfh.solicitationquestions@maryland.gov. Please identify in the subject line the

Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer (**see above email address**) in a timely manner prior to the Proposal due date. Questions are requested to be submitted at least five (5) days 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 that are known to have received a copy of the RFP in sufficient time for the answer to be taken into consideration in the Proposal.

1.10 Procurement Method

This Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

1.11 Proposals Due (Closing) Date and Time

Proposals, in the number and form set forth in Section 4.2 “Proposals” must be received by the Procurement Officer, at the address listed on the Key Information Summary Sheet, no later than 2:00 p.m. Local Time on March 5, 2014 in order to be considered.

Requests for extension of this time or date 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 21.05.02.10, Proposals received after the due date and time listed in this section will not be considered.

Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in this section for receipt of Proposals.

Proposals may not be submitted by e-mail or facsimile.

Vendors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements, etc.). This form is located in the RFP immediately following the Title Page (page ii).

1.12 Multiple or Alternate Proposals

Multiple and/or alternate Proposals will not be accepted.

1.13 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror’s Proposal to meet the requirements of this RFP.

1.14 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. (Also, 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 in the Technical Proposal and if applicable, separately in the Financial Proposal.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

1.15 Award Basis

The Contract shall be awarded to the responsible Offeror submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See RFP Section 5 for further information.

1.16 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 clarifications or changes then become part of the Offeror's Proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

1.17 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of the Proposals. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.18 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for Proposals, the Department shall endeavor to provide addenda to all prospective Offerors that were sent this RFP or which are otherwise 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 eMM. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.

Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal. 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 the terms, additions, deletions, or corrections set forth in the addendum.

1.19 Cancellations

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 the 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 discussions or negotiations.

1.20 Incurred Expenses

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

1.21 Protest/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).

1.22 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 Proposal must be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this RFP (see Section 1.33 "Minority Business Enterprise Goals" and Section 1.41 "Veteran-Owned Small Business Enterprise Goals.").

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, minimum qualifications, and financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualification of the parent are transferred to and shared with the Offeror, the parent is directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

1.23 Substitution of Personnel

A. Continuous Performance of Key Personnel

Unless substitution is approved per paragraphs B-D of this section, key personnel shall be the same personnel proposed in the Contractor's Technical Proposal, which will be incorporated into the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key personnel may not be removed by the Contractor from working under this Contract, as described in the RFP or the Contractor's Technical Proposal, without the prior written approval of the Contract Monitor.

If the Contract is task order based, the provisions of this section apply to key personnel identified in each task order proposal and agreement.

B. Definitions

For the purposes of this section, the following definitions apply:

Extraordinary Personal Circumstance – means any circumstance in an individual’s personal life that reasonably requires immediate and continuous attention for more than fifteen (15) days and that precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances may include, but are not limited to: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the individual’s home that causes a major disruption in the individual’s normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

Incapacitating – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the RFP or the Contractor’s Technical Proposal.

Sudden – means when the Contractor has less than thirty (30) days’ prior notice of a circumstance beyond its control that will require the replacement of any key personnel working under the Contract.

C. Key Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of staff substitution described in paragraph D of this section.

1. The Contractor shall demonstrate to the Contract Monitor’s satisfaction that the proposed substitute key personnel have qualifications at least equal to those of the key personnel for whom the replacement is requested.
2. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
 - A detailed explanation of the reason(s) for the substitution request;
 - The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
 - The official resume of the current personnel for comparison purposes; and
 - Any evidence of any required credentials.
3. The Contract Monitor may request additional information concerning the proposed substitution. In addition, the Contract Monitor and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
4. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a requested key personnel replacement.

D. Replacement Circumstances

1. Voluntary Key Personnel Replacement

To voluntarily replace any key personnel, the Contractor shall submit a substitution request as described in paragraph C of this section to the Contract Monitor at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in paragraph D.2 of this clause, a substitution may not occur unless and until the Contract Monitor approves the substitution in writing.

2. Key Personnel Replacement Due to Vacancy

The Contractor shall replace key personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, Incapacitating injury, illness or physical condition, or death of such personnel. (A termination or resignation with thirty (30)

days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per Section D.1 of this section.).

Under any of the circumstances set forth in this paragraph D.2, the Contractor shall identify a suitable replacement and provide the same information or items required under paragraph C of this section within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

3. Key Personnel Replacement Due to an Indeterminate Absence

If any key personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information or items to the Contract Monitor as required under paragraph C of this section.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor, at the option and sole discretion of the Contract Monitor, the original personnel may continue to work under the Contract, or the replacement personnel will be authorized to replace the original personnel, notwithstanding the original personnel's ability to return.

4. Directed Personnel Replacement

- a. The Contract Monitor may direct the Contractor to replace any personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 4.b. If after such remediation the Contract Monitor determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) days notification of a directed replacement will be provided. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the personnel with less than fifteen (15) days' notice, the Contract Monitor can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with paragraph C of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

- b. If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within ten (10) days of the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.

Should performance issues persist despite the approved Remediation Plan, the Contract Monitor will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the key personnel at issue.

Replacement or substitution of personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

1.24 Mandatory Contractual Terms

By submitting a Proposal 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 shall be clearly identified in the Executive Summary of the Technical Proposal. **A Proposal that takes exception to these terms may be rejected (see RFP Section 4.4.3.4).**

1.25 Bid/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.

1.26 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 (5) Business Days of notification of proposed Contract award. This Contract Affidavit will also be required to be completed by the Contractor prior to any Contract renewals, including the exercise of any options or any modifications that may extend the Contract term.

1.27 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.

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 so in arrears during the term of the Contract if selected for Contract award.

1.28 Verification of Registration and Tax Payment

Before a business entity can do business in the State it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <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 SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.29 False Statements

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

1.29.1 In connection with a procurement contract a person may not willfully:

- (a) Falsify, conceal, or suppress a material fact by any scheme or device;

- (b) Make a false or fraudulent statement or representation of a material fact; or
- (c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

1.29.3 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.

1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$100,000. The selected Bidder/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, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf

1.31 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) 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 COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Payment" (see **Attachment A**).

Additional information is available on GOMA's website at:

http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf.

1.32 Electronic Procurements Authorized

- A. Under COMAR 21.03.05, unless otherwise prohibited by law, DHMH may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 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 solicitation 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, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bso/>), and electronic data interchange.
- D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 "Payments by Electronic Funds Transfer") 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 eMM, e-mail, or facsimile to issue:
 - (a) the solicitation (e.g., the IFB/RFP);
 - (b) any amendments;
 - (c) pre-Bid/Proposal conference documents;
 - (d) questions and responses;
 - (e) communications regarding the solicitation or Bid/Proposal to any Bidder/Offeror or potential Bidder/Offeror;
 - (f) notices of award selection or non-selection; and
 - (g) the Procurement Officer's decision on any Bid protest or Contract claim.
2. A Bidder/Offeror or potential Bidder/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) submit a "No Bid/Proposal Response" to the solicitation.
3. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E 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 Bid Protests;
3. filing of Contract Claims;
4. submission of documents determined by DHMH 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 or Bidder/Offeror be provided in writing or hard copy.

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

1.33 Minority Business Enterprise Goals
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1.33.1 Establishment of Goal and Subgoals.

An overall MBE subcontractor participation goal of **20%** of the total contract dollar amount has been established for this procurement.

In addition, the following subgoals have been established for this procurement:

- 0% for African-American MBEs,
- 0% for Asian-American MBEs,
- 0% for Hispanic-American MBEs, and
- 0% for Woman-Owned MBEs.

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

- 1.33.2 **Attachment D** – Minority Business Enterprise participation, instructions, and forms are provided to assist Bidders/Offerors. A Bidder/Offeror must include with its Bid/Proposal a completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1**) whereby:
- (a) The Bidder/Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
 - (b) The Bidder/Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE participation schedule.

If a Bidder/Offeror fails to submit a completed Attachment D-1 with the Bid/Proposal as required, the Procurement Officer shall determine that the Bid is non-responsive or the Proposal is not reasonably susceptible of being selected for award.

- 1.33.3 Bidders/Offerors are responsible for verifying that each of the MBE(s) selected to meet the goal and any subgoals and subsequently identified in **Attachment D-1** is appropriately certified and has the correct NAICS codes allowing it to perform the intended work.
- 1.33.4 Within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Bidder/Offeror must provide the following documentation to the Procurement Officer.
- (a) Outreach Efforts Compliance Statement (**Attachment D-2**).
 - (b) Subcontractor Project Participation Certification (**Attachment D-3**).
 - (c) If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.
 - (d) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

- 1.33.5 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://www.mdot.state.md.us>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**
- 1.33.6 The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:
- (a) **Attachment D-4** (MBE Participation Prime Contract Paid/Unpaid MBE Invoice Report).
 - (b) **Attachment D-5** (MBE Participation Subcontractor/Contractor Unpaid MBE Invoice Report).

- 1.33.7 A Bidder/Offeror requesting a waiver of the goal or any of the applicable subgoals will be responsible for submitting the following form if applicable within ten (10) Working Days of recommendation for award and all documentation as required in **COMAR 21.11.03.11 - Waiver**:
- (a) **Attachment D-6** (MBE Minority Contractor Unavailability Certificate).
- 1.33.8 All documents, including **Attachment D**, completed and submitted by the Bidder/Offeror in connection with its certified MBE participation commitment shall be considered to be a part of the resulting Contract and are hereby expressly incorporated into reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes (see **Attachment A**, § 2.1).
- 1.33.9 The Bidder/Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the provisions of the MBE program and pertinent Contract provisions. (See **Attachment A**, §35).

1.34 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**. Bidders/Offerors must complete and submit the Maryland Living Wage Requirements Affidavit (**Attachment G-1**) with their Bid/Proposal. If a Bidder/Offeror fails to complete and submit the required documentation, the State may determine a Bidder/Offeror to be not responsible 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 Bidder/Offeror must identify in its Bid/Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract 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, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, this Contract will be determined to be a Tier 1 Contract.

Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.

NOTE: Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.

1.35 Federal Funding Acknowledgement

This Contract does not contain Federal funds.

1.36 Conflict of Interest Affidavit and Disclosure

Bidders/Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment I**) and submit it with their Bid/Proposal. All Bidders/Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Contractor's personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to **Attachment I** 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.

1.37 Non-Disclosure Agreement

All Bidders/Offerors are advised that this solicitation and any resultant Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment J**. This Agreement must be provided within five (5) Business Days of notification of proposed Contract award, however, to expedite processing, it is suggested that this document be completed and submitted with the Bid/Proposal.

1.38 HIPAA - Business Associate Agreement

A HIPAA Business Associate Agreement is not required for this procurement.

1.39 Nonvisual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

1.40 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

1.41 Veteran-Owned Small Business Enterprise Goals

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

1.42 Location of the Performance of Services Disclosure

The Bidder/Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment N**. The Disclosure must be provided with the Bid/Proposal.

1.43 Department of Human Resources (DHR) Hiring Agreement

This solicitation does not require a DHR Hiring Agreement.

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SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Offeror Minimum Qualifications

The Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met:

2.1.1 **Experience conducting stratified random-digit dialed telephone surveys** with calling rules and sample management requirements similar to those set forth in Attachments “Q” through “S” of this RFP.

As proof of meeting this requirement, the Offeror shall provide with its Technical Proposal a brief description of no more than one such survey, and include an overview of the sampling frame and design, calling rules, sample management requirements, the field period, response rates (and how calculated), and the number of completes. The Offeror shall also provide one reference in support of the cited experience.

2.1.2 **Certifications.** The Offeror shall certify that:

- A. **Interviewer Experience.** That the Offeror has an experienced interviewing staff and that at least 90% of the interviewers expected to be used on this project, individually for the Offeror and each subcontractor providing interviewers, shall have at least three months experience as a trained interviewer before beginning to work on this project.
- B. **General Training - Interviewers.** That the Offeror has an existing general training program for interviewers and that 100% of the interviewers expected to be used on this project, individually for the Offeror and each subcontractor providing interviewers, will have completed at minimum a twelve hour general interviewer training prior to beginning to work on this project.
- C. **Project Training – Interviewers.** That the Offeror develops targeted training programs for its projects and that 100% of the interviewers expected to be used on this project, individually for the Offeror and each subcontractor providing interviewers will have completed at minimum a 6 hour training program specific to this project prior to beginning to work on this project.
- D. **Interviewer Monitoring.** That the Offeror has the technical capacity in terms of equipment, software, and staff for performing the following activities: (1) regular, simultaneously visual and audio, unobtrusive electronic monitoring of interviewers; (2) maintain a minimum ratio of one hour of on-line quality assurance monitoring for each ten hours of interviewing; (3) monitor each interviewer weekly; (4) provide the capability for offsite monitoring by Department staff, and (5) maintain a supervisor to interviewer ratio of at least 1:10 at all times.
- E. **Conversion Call-Backs – Conversion Unit.** That the Offeror currently utilizes a ‘conversion unit’ to handle call-backs to telephone numbers on numbers with an interim refusal disposition code, and that 100% of the call-backs to telephone numbers with interim refusal-related disposition codes on this project will be assigned only to designated interviewers who have received additional training to that already described and certified specific to converting refusals to participating respondents.

As proof of meeting this requirement, the Offeror shall provide with its Technical Proposal (a) the certifications required with respect to subparagraph 2.1.2 above and (b) documentation of current average interviewer experience and distribution of experience, copies of general interviewer training materials, no more than two samples of interviewer project training materials, a summary of monitoring policies and procedures, and copies of conversion unit training materials together with the number of interviewers who are a part of such a unit.

2.1.2 **Call Center facilities and equipment, including call stations, telephone system, and computer systems** adequate to provide the services and volume of services and Departmental monitoring as sought in this Request for Proposals.

As proof of meeting this requirement, the Offeror shall provide with its Technical Proposal a description of facilities and equipment sufficient to meet the Offeror's anticipated survey interviewer staffing in accordance with paragraph 3.2.3.4. The Offeror shall also provide one reference in support of the cited capacities, and may utilize the same reference as used for paragraph 2.1.1 as appropriate.

2.1.3 **Computer Assisted Telephone Interviewing (CATI) software** that can with respect to the survey questionnaire in Attachment "P" support the various types of questions found in the survey questionnaire, and the Calling Rules and Disposition Codes set forth in Attachments "R" through "S."

As proof of meeting this requirement, the Offeror shall indicate ("Yes" or "No") and describe the capacity and features of the CATI software with respect to addressing the following:

- A. Types of close-ended questions, including randomization of response category order;
- B. Open-ended questions;
- C. Skip patterns;
- D. Randomization of question order, and/or response order within groups of questions;
- E. Random respondent selection from household roster by age and gender and other characteristics;
- F. Automatic assignment of interim and final disposition codes based on interviewer-supplied information;
- G. Reject out-of-range values;
- H. Ask for verification of improbable values;
- I. Automatically release sample records according to relevant Calling Rules.

The Offeror shall also provide one reference in support of the cited capacities, and may utilize the same reference as used for paragraph 2.1.1 as appropriate.

2.1.4 The Department will make an initial determination of sufficiency as to minimum qualifications by reviewing the materials submitted in support of paragraph 2.1.1 and consulting with the references provided with respect to paragraphs 2.1.1, 2.1.2, and 2.1.3.

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SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

- 3.1.1 **Background.** Preventable chronic diseases and cancers, arising from lifestyle choices and addictions such as tobacco-use, significantly contribute to excess morbidity, mortality, and health care costs in Maryland and the United States. Cigarette smoking in Maryland alone is responsible for cancers and disease in almost 150,000 adults, the premature death of an average of 6,800 adults annually, and the consumption of \$2 billion in health care services every year.

In response, the Maryland Department of Health & Mental Hygiene has implemented its' State Health Improvement Process (SHIP) in coordination with 18 local Maryland communities that created Local Health Improvement Coalitions dedicated to improving health at the local level. Complementing these initiatives are Maryland's existing state and local tobacco use prevention and cessation program and cancer and chronic disease prevention efforts too significantly reduce the use of tobacco products and prevalence of cancer and chronic disease.

Maryland's efforts to improve the health and well-being of its residents are evidence-based, relying upon more than 39 health indicators, including those mandated by Sub-Title 10, Title 13, of the Health-General Article (county-level adult tobacco-use behaviors). The Maryland Healthier Communities Survey builds upon the Center for Disease Control and Prevention's (CDC) Adult Tobacco Survey, supplemented by key indicators from other CDC adult surveys and State-added questions regarding tobacco use, cancer, and chronic disease.

The county-level Maryland Healthier Communities Survey (MHCS) is designed to complement the existing state-level CDC Behavioral Risk Factor Surveillance System (BRFSS). The HCS has a target goal of 20,000 adult respondents for each survey cycle with the sample stratified by county and includes cell phone only households in addition to landline telephone households.

- 3.1.2 **Purpose.** The purpose of the Maryland Healthier Communities Survey is to provide county-level data on key tobacco-use, cancer, and chronic disease indicators to stakeholders at the community and State levels to assist in the design, implementation, and evaluation of initiatives to reduce tobacco-use, cancer, and chronic disease on a biennial basis.

This solicitation will result in a single contract with a Contractor who can conduct two cycles of the random-digit dial Maryland "Healthier Communities Survey" (MHCS) and other deliverables as defined in this RFP.

3.2 Scope of Work - Requirements

- 3.2.1 **General Requirements.** The Contractor shall conduct two telephone-based surveys (calendar years 2014 and 2016) of Maryland adults in full compliance with the requirements of Section 3.2. et seq. of this RFP and those of the CDC with respect to the protocols and methodological requirements of the CDC's State Adult Tobacco Survey (SATS). The Contractor shall conduct the surveys using a single mode (one survey instrument) with twenty-four strata (Maryland's 23 counties and Baltimore City) using telephone samples delivered monthly to the Contractor by the CDC.
- 3.2.2 **Work Plans.** The Contractor shall provide Work Plans (and all sub-plans) to the Department detailing dates and deliverables for each of the services performed, including start-up activities within two weeks of the Contract Start date for the 2014 survey and no later than October 1, 2015 for the 2016 survey. The Work Plans shall include: (1) an outline of the overall management concepts employed by the Contractor; (2) a project management plan; (3) project control mechanisms; (4) overall timelines - product deadlines considered contract deliverables must be included; (5) plans for Survey Interviewing and Interviewer Staffing as set forth at paragraph 3.2.2.2 et seq.; (6) plans for Supervision of Survey Interviewers as set forth at paragraph 3.2.2.2; and (7) the plans for Interviewer Training as set forth at paragraph 3.2.2.3. The

Department shall approve all aspects of the submitted Work Plan prior to its implementation. **Failure to submit a complete Work Plan by the required date will render the Contractor in default of this Contract.**

3.2.2.1 **Management Plan.** Provide a plan for managing the resources (including subcontractors) needed to complete the tasks and deliverables in the Scope of Work (including the development of Work Plans). This plan should include a description of the project organization, including identification of key individuals and person-hours and percentage of time for same. The specific functions of each person should be described and related to their qualifications. As part of the Management Plan, the Offeror should include a timeline showing all tasks and deliverables specified in the RFP.

3.2.2.2 **Determination of Survey Size.** On or about September 1st of 2015, the Department, after consultation with the CDC and local health department partners, shall advise the Contractor of: (1) the total target number of completed surveys desired for the next calendar year; (2) the total target number of completed surveys by (a) landline telephone households and (b) cell phone only households; and (3) any stratification of the telephone sample(s). At this writing, the Department anticipates for the 2014 survey a total target number of 20,000 completed surveys although this target may change in response to changes in budget and survey strategies. It is expected that one-half of the total target number of completed surveys will be completed during the first six months of the calendar survey year, and one-half shall be completed during the second six months of the calendar survey year. The required number of interviews to be completed during each survey period and each month shall be part of the Contractor's Work Plan.

3.2.2.3 **Plan for Survey Interviewing and Interviewer Staffing.** The CDC shall provide the Department and the Contractor a monthly sampling frame (released sample) as soon as practicable immediately prior to the start of the 2014 and 2016 surveys. Using the information below and in Attachment Q, the Contractor shall provide to the Department a proposed Interviewer Staffing Plan and schedule for completed interviews by sample, interviewing period, and calendar for approval prior to the commencement of survey administration.

At least 90% of the interviewers that the Contractor assigns to this project shall have at least 3 months of CATI interviewing experience. The submitted plan shall certify to the Department that the plan meets or exceeds this requirement (detail to be included in the certification).

- A. **Interviewing Period – 6 Weeks Per Released Monthly Sample.** The Contractor shall plan on an interviewing period of six weeks for each released sample (6 weeks from the first call to a number in the released sample).
- B. **Scheduled Target Completion Rates Per Released Samples.** The Contractor shall plan to achieve approximately 50% of the target number of completed interviews for each released sample during the first quarter (1.5 weeks) of the interviewing period on a released sample. The Contractor shall plan to achieve 75% of the targeted number of completed interviews for each released sample during the first half (3.0 weeks) of the interviewing period.
- C. **Attachment Q.** Refer to Attachment "Q" for useful formulas, examples of calculating the number of interviewing hours, FTE's, and scheduling.
- D. **Staffing Plan and Completion Schedule.** The Contractor should expect to receive from the CDC and/or the Department monthly sample files for each survey year (2014 and 2016). The Contractor shall present a staffing plan showing shift by shift (weekdays, weeknights, and weekend days) the estimated number of interviewers and supervisors they plan to employ on this Project and separately, the estimated number of completes they expect to attain by (1) released sample, (2) by calendar quarter, month, and week that is supported by the staffing plan. Separate Staffing Plans and Schedules shall be submitted for each survey year and be

accompanied by information about qualifications, experience, etc. for staff assigned to the Project.

- E. **Planning for Appointment Scheduling.** The Contractor shall develop a plan and protocol for making appointments and appointment schedules for callbacks in accordance with CDC guidance.
- F. **Planning for Retrieval of Call Attempts and Call Backs.** The Contractor shall develop a plan and protocol for retrieval of call attempts and callbacks, specifying the number of call-backs made to a household before the phone number is replaced. The plan and protocol shall provide for required documentation and methods used to measure the number of call-backs.

3.2.2.4 **Plan for Conducting Interviewer Training.** The Contractor shall provide to the Department its plan for training survey interviewers (and supervisors) with respect to the Maryland Healthier Communities Survey. Interviewers should receive a minimum of twelve hours of general training and include specifications of how an interviewer should relate to respondents, how to give nondirective probing and feedback to a respondent, how to avoid refusals, and should provide opportunities for role playing. The Contractor should provide interviewers an additional training program lasting at least six hours on the final MHCS questionnaire and procedure. Any interviewers designated to perform conversion call backs should receive additional training. Upon approval of the Work Plan the Contractor shall conduct training for survey interviewers and supervisors specific to the Maryland Healthier Communities Survey. The Contractor shall deliver to the Department training materials it develops and/or uses prior to the commencement of interviewer training and data collection. The Department will review and approve all such materials and participate in interviewer training and on-site monitoring prior to implementation. Separate Plans for Interviewer Training shall be submitted for each survey year and shall include Contractor certifications that detail the training provided to interviewers assigned to this project.

3.2.2.5 **Plan for Supervision of Survey Interviewers and Electronic Monitoring of Interviews.** The Contractor shall provide to the Department its plan for supervising and monitoring survey interviewers. This plan shall include: an overview of supervisor training; plans for interviewer monitoring including offsite monitoring by Department staff (either a toll-free telephone number so that the Department can randomly tap into an interviewer's phone line to monitor interviewer performance or an online equivalent), and the ratio of supervisor to interviewers (a minimum of at least 1:10 must be maintained at all times. Separate plans for Supervision of Survey Interviewers shall be submitted for each survey year.

- A. **Electronic Monitoring.** This plan may include systematic, unobtrusive electronic monitoring of interviewer performance (audio/video) on a monthly basis starting at the outset of data collection and continue until data collection is completed and interviews cease. If at least 5% of all monthly interviews are monitored, then electronic monitoring may be substituted for Callback Interview Validation. If at any time fewer than 5% of interviews are monitored electronically, the Contractor shall be required to immediately implement its approved Call Back Interview Validation plan approved as part of the Work Plan.
- B. **Call Back Interview Validation.** The Contractor must develop a comprehensive plan for Call Back Interview Validation in the absence of Electronic Monitoring. The plan shall include a validation questionnaire that can be completed in an average of five minutes and contain twenty questions or less, a protocol for selecting interviews to be validated, a protocol to ensure that no interviewer is assigned a record to validate an interview he or she originally conducted, and the process by which records with errors or flags as a result of the validation are corrected. If the Contractor elects to utilize Electronic Monitoring of at least 5% of monthly interviews, and meets that requirement on an ongoing basis, then the Call Back Interview Validation protocol need not be implemented.

3.2.2.6 **Plan for Data Processing and File Creation.** The Contractor shall propose a plan, processes, and protocols to be used to create the file of completes and incompletes as specified in Attachment “Q.” Included shall be a detailed description of how the Contractor will map their internal interim and final disposition codes to the disposition codes specified in the file of completes and incompletes and the call attempt file.

3.2.2.7 **Disaster and Backup Plan for Data Collection and Data Storage.** The Contractor shall propose a disaster plan for the collection of interviewing data, and a backup plan for the collection of data and a written description of the method(s) to be taken to make up insufficient monthly and/or interviewing period totals. This plan shall also detail how the daily, monthly, and quarterly survey data collected will be safely stored and backed up. The Contractor shall provide a written description of whether the data will be stored on a server, backup server, tape, or by a hired backup facility outside of their organization.

3.2.2.8 **Data and Respondent Confidentiality Plans.** The Contractor shall develop and propose a plan to assure that respondent identification and interview content is confidential. The Contractor shall:

- A. Provide assurance and documentation that respondent identification and interview content is confidential;
- B. Provide reports and data to the Department and the CDC with respondent identifiers removed (i.e. telephone number);
- C. Have all interviewers sign a confidentiality agreement prior to working on the Contract to ensure data protection and non-disclosure. An original confidentiality form signed by each interviewer shall be kept on file by the Contractor;
- D. Abide by the Electronic monitoring laws for the State of Maryland, which require two-party consent to conduct the interview; that is, consent from both the listener and the recorder shall be obtained to conduct the interview which may be monitored. The Contractor shall include a statement at the beginning of the interview that says “This call may be monitored for quality control purposes”, even if the call is not being monitored.

3.2.3 **Start-Up Activities.** The Contractor is responsible for start-up activities during the period between Contract award and the start of survey interviewing for the 2014 survey, and during the period of October 1, 2015 until the start of survey interviewing for the 2016 survey. These activities shall include:

3.2.3.1 **CATI-Programming.** From the Contract Start Date (for the calendar 2014 survey) and November 1, 2015, the Contractor shall program its’ Computer Assisted Telephone Interviewing (CATI) system with the survey questionnaire provided it by the Department. This programming shall include but not be limited to all specified skip patterns, range edits, logic edits, verification edits, and others as set forth by the Department and/or the CDC.

3.2.3.2 **Testing CATI-Programming and Average Time to Complete Survey.** The Contractor shall thoroughly test the CATI system as programmed for the survey questionnaire as provided by the Department (calendar 2014 CATI survey testing shall begin as soon as programming is completed, for the calendar 2016 CATI survey testing shall be done during December 2015). As part of this testing, the Contractor shall support and provide for remote testing by Department designated personnel. All testing results (all phases) shall be provided to the Department no later than 10 business days in advance of the beginning of the calendar 2014 and 2016 surveys. The CDC will supply a Testing Sample for use in the final phase of CATI programming testing. The Contractor is solely responsible for making corrections/edits to the CATI programming and scripts. The Department may, in consultation with the Contractor, shorten or lengthen one or more survey questionnaire routes (i.e., for current smokers, former smokers, non-smokers, etc.), in the event that the average time to complete the questionnaire is significantly different than expected. The

Contractor shall provide the Department with detailed time elapsed information with respect to the testing sample prior to such adjustments being discussed.

3.2.3.3 **Hiring and Training of Survey Interviewers and Supervisors.** The Contractor shall hire survey interviewers and supervisors as set forth in the relevant Work Plan and complete all training activities prior to the commencement of the 2014 and 2016 surveys. **Staff hired or assigned to this project shall at all times meet the minimum qualifications, experience requirements, and representations made for respective positions as set forth at paragraph 2.1 et seq. of this RFP and the Contractor's Technical Proposal and Work Plans.** For example, if the Contractor as part of its' Technical Proposal states that its survey interviewers have an average of three years of experience conducting random-digit dial telephone surveys, then the survey interviewers assigned to this Project shall have at minimum three such years of experience. If the Contractor proposes to utilize a staffing plan that does not reflect such a representation, then this shall be made clear in its Technical Proposal with respect to staffing for this Project.

3.2.3.4 **Establish and Test Caller ID Screening System.** The Contractor shall utilize a caller ID screening system that respondents may call back and go through a comprehensive menu with information about the survey, the Contractor, the Contract Monitor, and IRB officials. The setup shall flash "Local Health Survey" on the caller ID and one of the Department's phone numbers. This system shall enable participants to remove their telephone numbers if they prefer not to participate in the survey and provide enough information to participants in order to help them validate the survey (including the Department's Internet Site about the survey). The Contractor is required to demonstrate this capability to the Department prior to starting phone interviews.

3.2.4 **Survey Administration, Data Collection, and Reporting.**

3.2.4.1 **Conduct Survey Interviews.** The Contractor shall utilize released sample frames provided by the CDC to the Contractor to make telephone calls and complete the target number of interviews for the 2014 and 2016 Healthier Communities Survey as provided in approved Work Plans.

3.2.4.2 **Call Attempts and Interviews.** In accordance with CDC protocols for the State CDC Adult Tobacco Survey, the Contractor shall attempt to call each telephone number in a released sample frame during the 6 week interview period for that sample frame. All calls and interviews shall adhere to the requirements set forth in the Final Survey Instrument (current draft of survey instrument is Attachment "P," and the definitions, calling rules, and guidance set forth in Attachments "Q," "R," and "S."

3.2.4.3 **Required Number of Interviews.** Contractor performance will be monitored and evaluated by the Department and the CDC. Unsatisfactory performance due to failure to comply with the required number of interviews, or the required number of interviews within interviewing periods will result in payment withholding. The required number of interviews shall be part of the Contractor's Work Plan.

3.2.4.4 **Monthly Reporting on Data Collection.** Required reporting shall be available to the Department on a Contractor's secured website. Access to retrieve these data shall require a User ID and a Password and be compatible with the Department's computer systems to ensure access. The Contractor shall make available on this website: all Contract Deliverables, copies of the current and former survey versions, contact information for assigned Contractor's personnel, site visit agenda, information, and presentations. Reporting shall be completed no later than the 5:00 p.m. of the 5th business day of each calendar month. If approved by the Department, the reports listed below may be combined, or portions recombined into different configurations.

A. **Completion Schedule Updates.** The Contractor shall report to the Department its progress in completing interviews as set forth in its Work Plan. Reporting shall provide data

collection by sample release, interviewing period, calendar month, and cumulative for the survey year with reference to the targeted percentage and number of completed interviews.

- B. **Delivery of Final Interview Records.** Deliver complete monthly data consisting of completed interview records to the Department for every calendar month. Submit both complete and incomplete interview records in accordance with disposition codes as set forth in Attachment "S.". The files shall be prepared in ASCII, SAS Dataset, SAS transport, STATA, and SPSS formats.
- C. **Final Call Disposition Report.** Report the number and percentage (%) of all final call dispositions by sample release, interviewing period, calendar month, and cumulative for the survey year. All final call dispositions will conform to the disposition coding as set forth in Attachment "S.".
- D. **Survey Response Rates.** The Contractor shall calculate and provide three response rates for each sample release, interviewing period, calendar month, and cumulative for the survey year. The response rates to be used are (1) CASRO (Council of American Survey Research Organizations) Rate, (2) Overall Response Rate, and Cooperation Rate. Formulae for these response rates shall be reviewed by the Department and the Contractor and agreed to in advance of the start of data collection.
- E. **Average Time for Completion.** Calculate the average time for completion per interview for each sample release, interviewing period, calendar month, and cumulative for the survey year. Average times should be calculated for (1) all respondents, (2) respondents who are former cigarette smokers, (3) respondents who are never cigarette smokers, (4) respondents who currently use any kind of tobacco product, and (5) respondents who do not use any kind of tobacco product. The Contractor shall provide the number and percentage (%) of respondents in each of the five enumerated categories of respondents along with the average completion times.
- F. **No Answer and Busy Call Backs.** Report on the number and percentage (%) of call backs attempted to households resulting in no answer or busy dispositions by sample release, interviewing period, calendar month, and cumulative for the survey year.
- G. **Original Interview ID's.** Report the original interview ID's for all completed interviews for each sample release, interviewing period, calendar month, and cumulative for the survey year.
- H. **Interview Demographic Report.** Report the age, race, and gender distribution among completed interview respondents for each sample release, interviewing period, calendar month, and cumulative for the survey year.
- I. **Interview Smoking Status Report.** Report the current smoking and tobacco use status among completed interview respondents for each sample release, interviewing period, calendar month, and cumulative for the survey year. Smoking status shall consist of respondents who are (1) respondents who never smoked cigarettes, (2) respondents who are former cigarette smokers, or (3) current cigarette smokers [1-3=100%]. In addition, those who (4) never used any form of tobacco product, (5) formerly used some form of tobacco product, and (6) currently use any form of tobacco product [4-6=100%].
- J. **Electronic Monitoring Report.** If the Contractor is approved to utilize Electronic Monitoring of Interviews rather than Call Back Interview Validation, the Contractor shall report the number and types of errors or flags that resulted from such monitoring and the steps taken to correct the affected records for each sample release, interviewing period,

calendar month, and cumulative for the survey year. This report shall also detail the foregoing for each Interviewer ID actively interviewing during the reporting periods.

K. **Post Survey Interview Validations.** If the Contractor is utilizing post survey interview validations, the Contractor shall report for each sample release, interviewing period, calendar month, and cumulative for the survey year the results of such validations overall and by each unique Interviewer ID active during the reporting periods..

3.2.4.5 **Survey Confidentiality.** The Contractor shall keep the identity of respondents and the content of interviews confidential as set forth in its approved Work Plan and as set forth at paragraph 3.3.3.6

3.2.4.6 **Provide Participant Call History When Requested.** When requested by a respondent whose telephone number is in the survey sample or the Department, the Contractor shall provide to the requesting party (with a copy to the Department if requested by a respondent) a complete telephone call history of calls to that respondent's telephone numbers (if any). This call history shall consist of a complete list of every call made to that telephone number(s), including the date(s), disposition code, and final resolution of the calls. The call history shall include an explanation of all disposition codes appearing on the call history.

3.2.5 **Post Survey Interview Validations.** The Contractor shall validate at least 5% of all completed interviews each month (a minimum of two records per interviewer), in accordance with the procedures and protocols for validation in the Work Plan. Interviewers cannot validate their own interviews. The original interviewer ID and the original record identification numbers shall be included in each validation file. Respondent identifiers shall be removed once monthly validations are complete.

3.2.5.1 **Validation Interviews.** Validation interviews shall utilize the validation questionnaire in the approved Work Plan and on average be completed in a phone call lasting no more than five minutes on average.

3.2.5.2 **Delivery of Validation Files.** The Contractor shall deliver to the Department an electronic file using the same database formats as specified for the completed interviews database files, including the original Interviewer IDs within 4 weeks from the end of each interview period.

3.2.5.3 **Record Recall.** The Contractor shall recall any records in each monthly data set that contain errors or flagged values for verification. The Contractor shall correct data errors and resubmit the corrected data file(s) to the CDC and the Department as soon as possible.

3.2.5.1 **Electronic Monitoring May be Substituted for Post Survey Interview Validations.** Electronic monitoring of interviewers may be substituted for call back interview validations if at least 5% of all monthly interviews are monitored electronically by supervisors and documentation of that monitoring is maintained by the Contractor and summaries of findings provided to the Department as part of the Contractor's monthly reporting in accordance with the Work Plan.

3.2.6 **Data Use Policy.** The Department is named as sole owner of all data sets resulting from this Contract. As such, the use, analysis, reporting, and dissemination of data collected by the Contractor under this Contract is prohibited without the prior written consent and approval of the Department. The Contractor shall refer any person or entity requesting such data to the Department. This policy and the Department's ownership of the data sets does not, however, limit the ability of the Contractor to work with these data sets to carry out the requirements of this Contract.

3.2.7 **Technical and Informational Support.** The Contractor shall provide technical, consultative, and informational support through the duration of the contract to the Department. Technical, consultative and informational support includes but is not limited to daily operations, new techniques for interviewing, questions about the data, removing telephone numbers for participants who do not want to take the survey and instructions on how to download data from the Contractor's website. The consultation shall be available from

9:00 a.m. through 5:00 p.m. Monday through Friday, Contractor's local time. The primary method of contact by the Department to the Contractor will be by e-mail and if unanswered, contact will be followed by a phone call to the Contractor's direct telephone line. This Contractor's direct telephone line must have voice mail to ensure communications with the Department. The response time for return contact shall be within one working day of the initial contact.

- 3.2.8 **Systematic Errors.** In the event that a systematic error is discovered in the sampling, questionnaire or CATI programming, interviewer training, data collection, interviewer performance and quality control measures, or data processing, the Contractor shall immediately notify the Department of the error, correct the error within 10 business days at no cost to the Department, and provide documentation to the Department of the occurrence and correction. If the Department or the CDC finds problems in reviewing the data sets, they shall be corrected to the Department's satisfaction, at no cost to the Department, within thirty days of notification.
- 3.2.9 **Contract Transition.** In the event that this Contract is terminated, regardless of cause, with the Contractor, the Contractor shall nonetheless provide technical and business process support as necessary and required by the Department to transition contract requirements to the Department or another entity, as necessary to minimize disruption of a survey cycle.

3.3 Security Requirements

3.3.1 Employee Identification

- (a) 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 authorized State personnel, each such employee or agent shall provide additional photo identification.
- (b) 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 badge issuance, and wearing the badge in a visual location at all times.

3.3.2 Information Technology

- (a) 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 online at: www.doit.maryland.gov – keyword: Security Policy.
- (b) 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 Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.

3.3.3 Criminal Background Check

A criminal background check is not required.

3.4 Insurance Requirements

- 3.4.1 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.

- 3.4.2 The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.
- 3.4.3 Within five Business Days of execution of a Contract with the State, the Contractor shall provide the Contract Monitor with current certificates of insurance, and shall update such certificates from time to time but no less than annually in multi-year contracts, as directed by the Contract Monitor. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:
- a. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
 - b. Commercial General Liability as required in Section 3.4.1.
 - c. Errors and Omissions/Professional Liability as required in Section 3.4.2.
- 3.4.4 The State shall be listed as an additional insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability 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 forty-five 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.
- 3.4.5 The Contractor shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.5 Problem Escalation Procedure

- 3.5.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP 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 to other State personnel, as directed should the Contract Monitor not be available.

- 3.5.2 The Contractor must provide the PEP no later than ten Business Days after notice of Contract award or after the date of the Notice to Proceed, whichever is earlier. The PEP, including any revisions thereto, must also be provided within ten Business Days after the start of each Contract year (and within ten Business Days after any change in circumstance which changes the PEP). The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- The process for establishing the existence of a problem;
- The maximum duration that a problem may remain unresolved at each level in the Contractor's organization before automatically escalating the problem 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, to be provided to the State;
- Identification of, and contact information for, progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
- A process for updating and notifying the Contract Monitor of any changes to the PEP.

Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.6 Invoicing

3.6.1 General

(a) All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. All invoices shall include the following information:

- Contractor name;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period;
- Invoice date;
- Invoice number
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

(b) The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or 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 through 15-223 and with COMAR 21.10.02.

3.6.2 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the schedule below. The column titled “Amount” refers to the percentage of the total cost of the calendar year survey as set forth in Attachment F – Financial Proposal Form (Line 7 for the Calendar 2014 survey and Line 15 for the Calendar 2016 survey). The column titled “# Target Completes” states the minimum number of Completes targeted for file acceptance by the CDC.

SURVEY CYCLE 1 – Calendar 2014 Survey (Target 20,000 Completed Interviews)				
Deliverable Description	Amount	Date or Reference Date	# Target Completes	Cumulative Completes
Work Plans Accepted	8%	5/1/2014 or acceptance, whichever is later		
Start-up Completed	10%	5/31/2014 or completion, whichever is later		
File Delivery Sample 1	8%	File accepted by CDC or 6/15/14 whichever is later	2,500	2,500
File Delivery Sample 2	8%	File accepted by CDC or 7/15/14 whichever is later	2,500	5,000
File Delivery Sample 3	8%	File accepted by CDC or 8/15/14 whichever is later	2,500	7,500
File Delivery Sample 4	8%	File accepted by CDC or 9/15/14 whichever is later*	2,500	10,000
50% Of total Calendar 2014 Survey Cost and Completes – Payments all from FY 2014 Budget * File acceptance <u>and</u> invoice issuance no later than 9/30/2014				
File Delivery Sample 4	10%	File accepted by CDC or 10/15/14 whichever is later	2,500	12,500
File Delivery Sample 5	10%	File accepted by CDC or 11/15/14 whichever is later	2,500	15,000
File Delivery Sample 5	10%	File accepted by CDC or 12/15/14 whichever is later	2,500	17,500
File Delivery Sample 9	10%	File accepted by CDC or 1/15/15 whichever is later	2,500	20,000
2014 File Completed	10%	All 2014 Survey Files delivered and Accepted by CDC		
50% of total Calendar 2014 Survey Cost and Completes– Payments all from FY 2015 Budget				

SURVEY CYCLE 2 – Calendar 2016 Survey (Target 20,000 Completed Interviews)				
Deliverable Description	Amount	Date or Reference Date	# Target Completes	Cumulative Completes
Work Plans Accepted	5%	12/1 or acceptance, whichever is later		
Start-up Completed	5%	12/31 or completion, whichever is later		
File Delivery Sample 1	8%	File accepted by CDC or 2/15/16 whichever is later	2,000	2,000
File Delivery Sample 2	8%	File accepted by CDC or 3/15/16 whichever is later	2,000	4,000
File Delivery Sample 3	8%	File accepted by CDC or 4/15/16 whichever is later	2,000	6,000
File Delivery Sample 4	8%	File accepted by CDC or 5/15/16 whichever is later	2,000	8,000
File Delivery Sample 5	8%	File accepted by CDC or 6/15/16 whichever is later*	2,000	10,000
50% Of total Calendar 2016 Survey Cost – Payments all from FY 2016 Budget * File acceptance <u>and</u> invoice issuance no later than 6/30/2016				
File Delivery Sample 6	6%	File accepted by CDC or 7/15/16 whichever is later	1,430	11,430
File Delivery Sample 7	6%	File accepted by CDC or 8/15/16 whichever is later	1,430	12,860
File Delivery Sample 8	6%	File accepted by CDC or 9/15/16 whichever is later	1,430	14,290
File Delivery Sample 9	6%	File accepted by CDC or 10/15/16 whichever is later	1,430	15,720
File Delivery Sample 10	6%	File accepted by CDC or 11/15/16 whichever is later	1,430	17,150
File Delivery Sample 11	6%	File accepted by CDC or 12/15/16 whichever is later	1,430	18,580
File Delivery Sample 12	6%	File accepted by CDC or 1/15/17 whichever is later	1,420	20,000
2016 File Completed	8%	All 2016 Survey Files delivered and Accepted by CDC		
50% of total Calendar 2016 Survey Cost – Payments from FY 2017 Budget				

It is the intent of this invoice schedule to pay for 50% of the total cost of the 2014 calendar year survey using State Fiscal Year 2014 (7/1/13 – 6/30/14) funding, and the remaining 50% of the total cost of the calendar year 2014 survey using State Fiscal Year 2015 (7/1/14 – 6/30/15) funding. Similarly it is the intent to pay for 50% of the total cost of the calendar year 2016 survey using State Fiscal Year 2016 (7/1/15 – 6/30/16)

funding, and the remaining 50% of the total cost of the calendar year 2016 survey using State Fiscal Year 2017 (7/1/16 – 6/30/17) funding.

3.7 MBE Reports

If this solicitation includes a MBE Goal (see Section 1.33), the Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports based upon the commitment to the goal:

- (a) **Attachment D-4**, the MBE Participation Prime Contractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.
- (b) **Attachment D-5**, the MBE Participation Subcontractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.

3.8 VSBE Reports

This solicitation does not include a VSBE Goal.

3.9 SOC 2 Type II Audit Report

A SOC 2 Type II Report is not a Contractor requirement for this Contract.

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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. It is preferred, but not required, that the name, email address, and telephone number of the Offeror be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original, so identified, and four (4) copies. Unless the resulting package will be too unwieldy, the State’s preference is for the two (2) sealed Volumes to be submitted together in a single package including a label bearing:

- The RFP title and number,
- Name and address of the Offeror, and
- Closing date and time for receipt of Proposals

To the Procurement Officer (see Section 1.5 “Procurement Officer”) prior to the date and time for receipt of Proposals (see Section 1.11 “Proposals Due (Closing) Date and Time”).

4.2.2 An electronic version (CD) of the Technical Proposal in Microsoft Word format must be enclosed with the original Technical Proposal. An electronic version (CD) of the Financial Proposal in Microsoft Word or Microsoft Excel format must be enclosed with the original Financial Proposal. CDs must be labeled on the outside with the RFP title and number, name of the Offeror, and volume number. CDs must be packaged with the original copy of the appropriate Proposal (Technical or Financial).

4.2.3 A second electronic version of Volume I and Volume II in searchable Adobe .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 Section 1.14 “Public Information Act Notice”).

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 any modifications to Proposals 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.

4.3 Delivery

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 an Offeror chooses to use the U.S. 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. An Offeror 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 information is to be included only in the Financial Proposal (Volume II).

4.4.1 Format of Technical Proposal

Inside a sealed package described in Section 4.2 “Proposals,” the unbound original, four (4) copies, and the electronic version shall be provided. The RFP sections are numbered for ease of reference. Section 4.4.3 sets forth the order of information to be provided in the Technical Proposal, e.g., Section 4.4.3.1 “Title and Table of Contents,” Section 4.4.3.2 “Claim of Confidentiality,” Section 4.4.3.3 “Transmittal Letter,” Section 4.4.3.4 “Executive Summary,” etc. In addition to the instructions below, responses in the Offeror’s Technical Proposal should reference the organization and numbering of Sections in the RFP (ex. “Section 3.2.1 Response . . . ; “Section 3.2.2 Response . . . ,” etc.). This proposal organization will allow State officials and the Evaluation Committee (see RFP Section 5.1) to “map” Offeror responses directly to RFP requirements by Section number and will aid in the evaluation process.

4.4.2 Additional Required Technical Submissions

4.4.2.1 The following documents shall be completed, signed, and included in the Technical Proposal, each in its own section that follows the material submitted in response to Section 4.4.3.

- a. Completed Bid/Proposal Affidavit (**Attachment B**).
- b. Completed Maryland Living Wage Requirements Affidavit (**Attachment G-1**).

4.4.2.2 ***If Required**, the following documents shall be completed, signed, and included in the Technical Proposal, each in its own section that follows the material submitted in response to Section 4.4.3.
*See appropriate RFP Section to determine whether the Attachment is required for this procurement:

- a. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D1**) *see **Section 1.33**. This attachment must be provided in a separately sealed envelope within the main Technical Proposal package/envelope.
- b. Completed Federal Funds Attachment (**Attachment H**) *see **Section 1.35**.
- c. Completed Conflict of Interest Affidavit and Disclosure (**Attachment I**) *see **Section 1.36**.
- d. Completed Location of the Performance of Services Disclosure (**Attachment N**) *see **Section 1.42**.

4.4.3 The Technical Proposal shall include the following documents and information in the order specified as follows:

4.4.3.1 Title Page 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, subsection, and page number.

4.4.3.2 Claim of Confidentiality

Any 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 1.14 "Public Information Act Notice"). The entire Proposal cannot be given a blanket confidentiality designation. Any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal.

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. The Transmittal Letter should include the following:

- Name and address of Offeror;
- Name, title, e-mail address, and telephone number of primary contact for Offeror;
- Solicitation Title and Solicitation Number that Proposal is in response to;
- Signature, typed name, and title of an individual authorized to commit Offeror to its Proposal;
- Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, their Social Security Number (SSN);
- Offeror's eMM number;
- Offeror's MBE certification number (if applicable);
- Acceptance of all State RFP and Contract terms and conditions (see Section 1.24); if any exceptions are taken, they are to be noted in the Executive Summary (see Section 4.4.3.4); and
- Acknowledgement of all addenda to this RFP.

4.4.3.4 Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary should identify the Service Category(ies) and Region(s) the Offeror is proposing to provide services for (if applicable). The Summary shall also identify any exceptions the Offeror has 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 the Offeror has taken no exceptions to the requirements of this RFP, the Executive Summary shall so state.

4.4.3.5 Minimum Qualifications Documentation:

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 "Offeror Minimum Qualifications."

4.4.3.6 Offeror Technical Response to RFP Requirements and Proposed Work Plan

- a. The Offeror shall address each Scope of Work requirement (Section 3.2) in its Technical Proposal and describe how its proposed services will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to a

Scope of Work (Section 3.2) requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.

- b. The Offeror shall give a definitive description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan and all its subparts. It shall include the specific methodology and techniques to be used by the Offeror in providing the required services as outlined in RFP Section 3, Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.
- c. The Offeror shall identify the location(s) in which it proposes to provide the services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this RFP.
- d. The Offeror must provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Department's Contract Monitor should problems arise under the Contract and explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures must be submitted as indicated in RFP Section 3.5.

4.4.3.7 Experience and Qualifications of Proposed Staff

The Offeror shall identify the number and types of staff proposed to be utilized under the Contract.

The Offeror shall include individual resumes for the key personnel who are to be assigned to the project if the Offeror is awarded the contract (all CATI programming staff shall be considered to be key personnel for this purpose). Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation. Letters of intended commitment to work on the project, including any proposed subcontractors, shall be included in this section.

The Offeror shall provide the information requested below, distinguishing between Offeror and subcontractor staff as applicable and identifying same.

- a. The Offeror shall describe staff experience in conducting stratified random-digit dialed telephone surveys with calling rules and sample management and further detail how the proposed staff's experience and qualifications relate to their specific responsibilities, as detailed in the Work Plan and its sub-parts.
- b. With respect to CATI programming staff specifically, the Offeror shall summarize their training and experience on questionnaires at least as complex as that set forth in Attachment "P" to this RFP. The Offeror shall include copies of questionnaires cited as constituting such experience, including calling rules, disposition codes, definitions, etc.
- c. With respect to interviewer staff specifically, the Offeror shall describe its interviewer recruitment process (including criteria for selection), the defined interviewer characteristics sought, manner and media used to advertise for interviewers, the labor pools drawn from (ex., general labor pool, undergraduate students, graduate students, retiree's, etc.), and describe the interviewing process (i.e., in-person throughout, mix of telephone and in-person, etc.). Also describe the age, gender, race, and ethnic mix of the current interviewer staff (numbers and percent) and the number of interviewers drawn from the labor pools used by the Offeror.

- d. If the Offeror will utilize specific staff for ‘conversion call backs’, the Offeror shall separately summarize and outline the training and experience of such current staff (including separate tables and graphs from (e) below, for such ‘conversion unit’ staff.
- e. The Offeror shall describe the recruitment process for survey supervisors, and provide copies of their resumes and a summary of their training and experience.
- f. Separately for CATI and interviewing staff, provide:
 - i). A table describing the number hired and fired or laid off from the individual call centers (interviewers) or locations (CATI programmers) to be used for services sought under this RFP by month for the 12 months preceding submission of this RFP.
 - ii). A bar graph showing the total experience of currently employed interviewers and CATI programmers likely to be used to provide services sought under this RFP for each calling center (interviewers) or locations (CATI programmers). The graphs should show experience by number and percentage in quarterly intervals up to one year (3, 4-, 7-9, 10-12 months) and annual intervals thereafter.
- g. The Research Director (or equivalent) is the person who has overall responsibility for data collection. He or she ensures that the CATI questionnaire is written, that the appropriate number of supervisors and interviews are scheduled, that they have received appropriate training, and that the other resources needed to collect the data as planned are available. The Research Director should have substantial experience with the practical aspects of data collection. Identify the person(s) who will fulfill this role and provide copies of resumes and summarize training and work experience. If this role will be fulfilled by more than one person, delineate areas of responsibility for each such person.
- h. The Project Manager (or equivalent) has overall responsibility for the survey. He or she is the main contact with the Department. He or she is responsible for helping the Department finalize a questionnaire and the study design, resolving problems in data collection, and preparing interim and final reports. The Project Manager should have a good understanding of the entire survey research process. Identify the person(s) who will fulfill this role and provide copies of resumes and summarize training and work experience.

The Offeror is required to provide an Organizational Chart outlining personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.

4.4.3.8 Offeror Qualifications and Capabilities

The Offeror shall include information on past experience with similar projects and/or services. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

- a. **Experience.** The number of years the Offeror has provided the similar services, specifically identifying previous random-digit dial telephone surveys of comparable complexity and sample size conducted during the past five years together with a brief description for each that includes the year completed, the sampling frame and design, calling rules, sample management requirements, the field period, the response rate and how it was calculated, and the number of completes;
- b. **Calling Centers.** A description of call centers, including geographic location, that the Offeror expects to utilize to provide services sought in this RFP. If the Offeror does not use call

centers, describe the process, organization, and equipment utilized to coordinate and make the calls in support of random-digit dial telephone surveys. If multiple call centers are expected to be used, particularly if also planning to use subcontractor call centers in addition to those of the Offeror, also describe the process, procedures, and protocols with respect to allocation and coordination of samples, data aggregation, and CATI software compatibility.

- c. **CATI Programming.** A complete description of the capacity of all CATI questionnaire program software that will be utilized for this project. The information provided in response to Minimum Qualifications and/or its Work Plan may be utilized by reference to specific pages and paragraphs in this portion of the Proposal.
- d. **Interviewer Training.** The Offeror shall fully describe its' training program for general interviewers, conversion unit interviewers, interviewer supervisors, and CATI programming staff and provide copies of training materials. Materials and responses made in response to the Minimum Qualifications and/or its Work Plan may be utilized by reference to specific pages and paragraphs in this portion of the Proposal.
- e. **Interviewer Monitoring.** The Offeror shall fully describe its' protocols and capacities, in terms of equipment, software, and staff, for performing the following activities: (1) Performing regular, simultaneous visual and audio, unobtrusive electronic monitoring of interviewers; (2) Maintaining a minimum ratio of one hour on on-line quality assurance monitoring for each ten hours of interviewing; (3) Monitoring each interviewer weekly; and (4) Providing the capability for offsite monitoring by the Department, including procedures and limitations Copies of relevant interviewer rating forms should be submitted with the Offeror's proposal. Materials and responses made in response to the Minimum Qualifications and/or its Work Plan may be utilized by reference to specific pages and paragraphs in this portion of the Proposal.
- f. **Interviewer Supervision.** The Offeror shall describe its capability for maintaining supervisor to interviewer ratio of at least 1:10 at all times. Materials and responses made in response to the Minimum Qualifications and/or its Work Plan may be utilized by reference to specific pages and paragraphs in this portion of the Proposal.
- g. The number of clients/customers and geographic locations that the Offeror currently serves;
- h. The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;
- i. The Offeror shall also describe how it is configured managerially, financially, and individually so as to afford the assurance that it can execute a contract successfully;
- j. The Offeror's process for resolving billing errors; and
- k. An organizational chart that identifies the complete structure of the company including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

4.4.3.9 References

At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the services specified in this RFP. References used to meet any Offeror Minimum Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided services within the past five (5) years and shall include the following information:

- a. Name of client organization;

- b. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- c. Value, type, duration, and description of services provided.

The Department reserves the right to request additional references or utilize references not provided by an Offeror.

4.4.3.10 List of Current or Prior State Contracts:

Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

- a. The State contracting entity;
- b. A brief description of the services/goods provided;
- c. The dollar value of the contract;
- d. The term of the contract;
- e. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- f. 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 the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

4.4.3.11 Financial Capability

An Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. The Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:

- a. Dunn and Bradstreet Rating;
- b. Standard and Poor's Rating;
- c. Lines of credit;
- d. Evidence of a successful financial track record; and
- e. Evidence of adequate working capital.

4.4.3.12 Certificate of Insurance:

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in Section 3.4. See Section 5.6 for the required insurance certificate submission for the recommended Offeror.

4.4.3.13 Subcontractors:

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and/or VSBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project.

4.4.3.14 Legal Action Summary:

This summary shall include:

- a. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- b. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- c. 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; and
- d. 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.

4.4.3.15 Economic Benefit Factors

The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. See COMAR 21.05.03.03A(3).

Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.

Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the contract term.

As applicable, for the full duration of the contract, including any renewal period, or until the commitment is satisfied, the contractor shall provide to the procurement officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this contract:

- a. generic statements that the State will benefit from the Offeror's superior performance under the contract;
- b. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this contract; or
- c. tax revenues from Maryland based employees or locations, other than those that will be performing, or used to perform, work under this contract.

Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded this contract.

Examples of economic benefits to be derived from a contract may include, but are not exclusive to, any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

- The 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. Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;

- The number and types of jobs for Maryland residents resulting from the contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the contractor has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;
- Tax revenues to be generated for Maryland and its political subdivisions as a result of the contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract;
- Subcontract dollars committed to Maryland small businesses and MBEs; and
- Other benefits to the Maryland economy which the Offeror promises will result from awarding the contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the contract award. Offerors may commit to benefits that are not directly attributable to the contract, but for which the contract award may serve as a catalyst or impetus.

4.5 Volume II – Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format identified in Section 4.2 “Proposals,” the Offeror shall submit an original unbound copy, four (4) copies, and an electronic version in Microsoft Word or Microsoft Excel of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in **Attachment F**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself.

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SECTION 5 – EVALUATION COMMITTEE, EVALUATION CRITERIA, AND SELECTION PROCEDURE

5.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

5.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any subcriteria within each criterion have equal weight.

5.2.1 Offeror’s Technical Response to RFP Requirements and Work Plan (See RFP § 4.4.3.6)

The State prefers an Offeror’s response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be done. Responses to work requirements such as “concur” or “will comply” will receive a lower ranking than those Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it.

5.2.2 Experience and Qualifications of Proposed Staff (See RFP § 4.4.3.7)

5.2.3 Offeror Qualifications and Capabilities, including proposed Subcontractors (See RFP § 4.4.3.8 – 4.4.3.14)

5.2.4 Economic Benefit to State of Maryland (See RFP § 4.4.3.15)

5.3 Financial Proposal Evaluation Criteria

All qualified Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Evaluated Price within the stated guidelines set forth in this RFP and 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 responsible 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 General

The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The Competitive Sealed Proposals method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.

In either case (i.e., with or without discussions), the State may determine an Offeror to be not responsible 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 not responsible 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 the Financial Proposal is unopened at the time of the determination.

5.5.2 Selection Process Sequence

- 5.5.2.1 A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1**) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule.
- 5.5.2.2 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 the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- 5.5.2.3 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Proposals are given a final review and ranked.
- 5.5.2.4 The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation (this ranking will be made on the basis of Line 17 of Attachment F). 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.
- 5.5.2.5 When in the best interest of the State, the Procurement Officer may permit Qualified Offerors that have submitted acceptable Proposals to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.

5.5.3 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this determination, technical factors will receive equal weight with financial factors.

5.6 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit three (3) copies of each with original signatures:

- a. signed Contract (**Attachment A**),
- b. completed Contract Affidavit (**Attachment C**),
- c. completed MBE **Attachments D-2 and D-3**, within ten (10) Working Days, if applicable; *see **Section 1.33**,
- d. completed MBE **Attachment D-6** if a waiver has been requested, within ten (10) Working Days, if applicable; *see **Section 1.33**,
- e. signed Non-Disclosure Agreement (**Attachment J**), if applicable; *see **Section 1.37**,
- f. signed HIPAA Business Associate Agreement (**Attachment K**), if applicable; *see **Section 1.38**,
- g. completed DHR Hiring Agreement, **Attachment O**, if applicable *see **Section 1.43**, and
- h. copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.4 “Insurance Requirements,” naming the State as an additional insured, if applicable; *see **Section 3.4**.

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RFP ATTACHMENTS

ATTACHMENT A – Contract

This is the sample contract used by the Department. It is provided with the RFP for informational purposes and is not required to be submitted at Proposal submission time. Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Contract within five (5) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

ATTACHMENT B – Bid/Proposal Affidavit

This Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT C – Contract Affidavit

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT D – Minority Business Enterprise Forms

If required (see Section 1.33), these Attachments include the MBE subcontracting goal statement, instructions, and MBE Attachments D-1 through D-6. Attachment D-1 must be properly completed and submitted with the Offeror's Technical Proposal or the Proposal will be deemed not reasonably susceptible of being selected for award and rejected. Within 10 Working Days of receiving notification of recommendation for Contract award, the Offeror must submit Attachments D-2 and D-3 and, if the Offeror has requested a waiver of the MBE goal, Attachment D-6.

ATTACHMENT E – Pre-Proposal Conference Response Form

It is requested that this form be completed and submitted as described in Section 1.7 by those potential Offerors that plan on attending the Pre-Proposal Conference.

ATTACHMENT F – Financial Proposal Instructions and Form

The Financial Proposal Form must be completed and submitted with the Financial Proposal.

ATTACHMENT G – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement

Attachment G-1 Living Wage Affidavit must be completed and submitted with the Technical Proposal.

ATTACHMENT H – Federal Funds Attachment

There are no federal funds included in this contract.

ATTACHMENT I – Conflict of Interest Affidavit and Disclosure

If required (see Section 1.36), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT J – Non-Disclosure Agreement

If required (see Section 1.37), this Attachment must be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

ATTACHMENT K – HIPAA Business Associate Agreement

If required (see Section 1.38), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

ATTACHMENT L – Mercury Affidavit

Not applicable.

ATTACHMENT M – Veteran-Owned Small Business Enterprise Forms

Not applicable.

ATTACHMENT N – Location of the Performance of Services Disclosure

If required (see Section 1.42), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT O – Department of Human Resources (DHR) Hiring Agreement

If required (see Section 1.43), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT P – 2014 Survey Questionnaire (Draft Only)

This Attachment provides the Contractor with a draft questionnaire for the purpose of illustrating the nature of the CATI programming needed for this project.

ATTACHMENT Q – Guidance on Survey Interviewing Staffing

Adequate interviewer staffing is essential for the success of this project. This Attachment provides guidance on such staffing based upon the perspective of the CDC as to what staffing levels are necessary to be successful.

ATTACHMENT R – Calling Occasions and General Calling Rules

This Attachment outlines when telephone numbers in released samples should be called and general calling rules for the project.

ATTACHMENT S – Disposition Codes

Provides disposition coding for call in accordance with CDC protocols for the this survey.

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ATTACHMENT A – CONTRACT

MARYLAND HEALTHIER COMMUNITIES SURVEY

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

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 Department employee identified in Section 1.6 of the RFP as the Contract Monitor.
- 1.3 “Contractor” means (Contractor’s name) whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address).
- 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 (Financial Proposal date).
- 1.6 “Procurement Officer” means the Department employee identified in Section 1.5 of the RFP as the Procurement Officer.
- 1.7 “RFP” means the Request for Proposals for Maryland Healthier Communities Survey (MHCS) Solicitation # DHMH OPASS 14-13691, 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 (Technical Proposal date).

2. Scope of Contract

- 2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. 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 – State Contract Affidavit, executed by the Contractor and dated (date of Attachment C)
Exhibit C – The Proposal

- 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 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance.

- 3.1 The Contract resulting from this RFP shall be for a period of approximately three years beginning on or about June 1, 2014 and ending on June 30, 2017. The term of this Contract begins on the date the Contract is signed by the Department following approval of the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract upon receipt of official notification of award and a written Notice to Proceed issued by the Procurement Officer.

- 3.2 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

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 prices quoted on the Financial Proposal Form (Attachment F). Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract shall not exceed \$ (Not-to-Exceed amount).
- 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 or Social Security Number for a Contractor who is an individual which is (Contractor's FEIN or SSN). Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 as from time-to-time amended, 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 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.
- 4.5 Contractor's eMarylandMarketplace vendor ID number is (Contractor's eMM number).

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 made 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, and 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 attorneys’ fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) 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. Confidentiality

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH ACT, and the Maryland Medical Records Act, 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 This Section 8 shall survive expiration or termination of this Contract.

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 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.

10.3 The State of Maryland 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 performance under this Contract.

10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

10.5 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.

10.6 This Section 10 shall survive termination of 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 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 thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (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 21.07.01.12A(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, interruptions, interferences, 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 thirty (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 through 14-108, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated

municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (a) 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 (b) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

24. Documents Retention and Inspection Clause

The Contractor and subcontractors 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. All records related in any way to the Contract are to be retained for the entire time provided under this section. This Section 24 shall survive expiration or termination of the Contract.

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,:

- 24.1 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 (4) years after the services are furnished under this contract; and
- 24.2 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 subcontracting to provide services with a value of \$10,000 or more in a twelve (12) month period to be reimbursed through funds provided by this contract.

25. Compliance with Laws

The Contractor hereby represents and warrants that:

- 25.1 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;
- 25.2 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;
- 25.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 25.4 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/Proposal.

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/Proposal, 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 Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer provided, however, that a contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, 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; and
- 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 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 Contractor's 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 Contractor's 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 Contractor's Parent Company)** further agrees that if the State brings any claim, action, suit or proceeding against **(Contractor)**, **(Corporate name of Contractor's Parent Company)** may be named as a party, in its capacity as Absolute Guarantor.

30. Commercial Nondiscrimination

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 the Department, in all subcontracts.
- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, 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 sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (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 at 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 (MBE) 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 thirty (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 thirty (30) days and invoices for which the subcontractor has not been paid.
- c. If the Department determines that the Contractor is not in compliance 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, then the Department may:
 - 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 any applicable laws, regulations, and directives 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. Contract Monitor and Procurement Officer

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

33. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State: Michael Howard
 Procurement Officer
 Maryland Department of Health and Mental Hygiene
 Office of Procurement and Support Services
 201 West Preston Street, Room 416
 Baltimore, Maryland 21201

If to the Contractor: _____

34. Compliance with 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 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:
- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the 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 If in connection with the procurement or at any time during the term of the Contract, the Department determines that functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the Contractor acknowledges its obligation to execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.501 and in the form required by the Department.
- 34.3 Protected Health Information as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is: individually identifiable; created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and 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. Liquidated Damages
- 35.1 The State and the contractor acknowledge and agree that the State will incur economic damages and losses, including, but not limited to, loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the contractor does not comply with the provisions of the Minority Business Enterprise (MBE) Program and pertinent contract provisions in one or more of the ways set forth below. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult or impossible to ascertain with precision and that liquidated damages represent a fair, reasonable, and appropriate estimation of damages. Accordingly, for failing to comply in good faith with each specified MBE Program requirement or contract provision and without the State being required to present any evidence of the amount or character of actual damages sustained, the contractor agrees to pay liquidated damages to the State at the rates set forth below. Such liquidated damages are intended to represent estimated actual damages are not intended as a penalty. The contractor expressly agrees that the State may withhold payment on any invoices as an offset against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed-upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of each violation.
- 35.1.1 Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B(3): \$35.00 per day until the monthly report is submitted as required.
 - 35.1.2 Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B(4): \$85.00 per MBE subcontractor.

- 35.1.3 Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- 35.1.4 Failure to meet the contractor's total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- 35.1.5 Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract: \$100.00 per day until the undisputed amount due to the MBE subcontractor is paid.

35.2 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the contract and to exercise any and all other rights or remedies which may be available under the contract or which otherwise may be available at law or in equity.

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

CONTRACTOR

STATE OF MARYLAND
DEPARTMENT OF HEALTH AND
MENTAL HYGIENE

By:

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

Date

Or designee:

Date

Approved for form and legal sufficiency
this ____ day of _____, 20__.

Assistant Attorney General

APPROVED BY BPW: _____
(Date) (BPW Item #)

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror 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/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror 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/Offeror 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/Offeror 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/Offeror 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/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/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/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/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

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/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/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. SUBCONTRACT 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/Proposal that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/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/Proposal 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. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. 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/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)

ATTACHMENT C – CONTRACT AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

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/Proposal, 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, imposes 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 _____, 201____, 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)

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE FORMS

PURPOSE

The Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the Minority Business Enterprise (MBE) subcontractor participation goal stated in this solicitation. MBE performance shall be in accordance with this Attachment and as set forth in COMAR 21.11.03. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

In order to attempt to meet the MBE subcontractor participation goal using MBE subcontractors, all Bidders/Offerors shall comply with the requirements of COMAR 21.11.03.09 and shall:

- ❑ Identify specific work categories within the scope of the solicitation appropriate for subcontracting;
- ❑ Solicit certified MBEs in writing at least 10 days before Bids or Proposals are due, describing the identified work categories and providing instructions on how to provide a quote on the subcontracts;
- ❑ Attempt to make personal contact with the certified MBEs solicited and to document those attempts;
- ❑ Assist certified MBEs in fulfilling, or seeking a waiver of any bonding requirements; and
- ❑ Attend Pre-Bid/Proposal Conferences or other meetings that the Department schedules to publicize contracting opportunities for certified MBEs.

MBE GOAL AND SUB GOALS

An MBE subcontract participation goal of 20 % of the total contract dollar amount has been established for this procurement, as set forth in RFP Section 1.33. The Contractor, including an MBE prime contractor, shall attempt to achieve the MBE subcontracting goal and any subgoals established for this Contract by subcontracting to one or more MDOT-certified MBEs a sufficient portion of the Bidder/Offeror's scope of work that results in total MBE payments that meet or exceed the MBE subcontractor participation goals and, if applicable, subgoals.

SOLICITATION AND CONTRACT FORMATION

- ◆ A Bidder/Offeror must include with its Bid/Proposal a completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1**) whereby:
 - (1) the Bidder/Offeror acknowledges the certified MBE subcontractor participation goal and any subgoals, and commits to make a good faith effort to achieve the goal and any subgoals or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
 - (2) the Bidder/Offeror responds to the expected degree of MBE subcontractor participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule (**Attachment D-1**).

If the Bidder/Offeror specifies a range for a proposed MBE subcontractor, only the lowest amount in the range can be considered for MBE commitment purposes. Ex: If a range of "5-15%" is proposed for a MBE subcontractor, only "5%" can be considered for purposes of totaling the actual MBE commitment for that particular MBE subcontractor. It is suggested that the Bidder/Offeror provide a specific percentage, and not a percentage range, for each MBE subcontractor proposed.

- ◆ *If a Bidder/Offeror fails to submit a completed **Attachment D-1** with the Bid/Proposal, the Procurement Officer shall deem the Bid non-responsive or shall determine that the Proposal is not reasonably susceptible of being selected for award.*
- ◆ 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 shall provide the following documentation to the Procurement Officer:
 - a) Outreach Efforts Compliance Statement (Attachment D-2)
 - b) Subcontractor Project Participation Certification (Attachment D-3)
 - c) If the recommended awardee has requested a waiver (in whole or in part) of the overall MBE goal, it shall submit the Minority Contractor Unavailability Certificate (**Attachment D-6**) and a fully documented waiver request that complies with COMAR 21.11.03.11.
 - d) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE participation goal.

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

MBE REPORTING INSTRUCTIONS

The Contractor shall:

1. Submit by the 10th of each month to the Department's Contract Monitor or designee a Prime Contractor Paid/Unpaid MBE Invoice Report (**Attachment D-4**) listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice, and the reason payment has not been made.
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors shall submit by the 10th of each month to the Department's Contract Monitor or a designee a Subcontractor Paid/Unpaid MBE Invoice Report (**Attachment D-5**) that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each subcontractor, and the actual dollar value of work performed. Subcontract agreements must be retained by the Contractor and furnished to the Procurement Officer upon request.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the sole option of the Department, upon completion of the Contract and before final payment and/or release of any retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

ATTACHMENTS

- A. MDOT Certified MBE Utilization and Fair Solicitation Affidavit – **Attachment D-1** (must be submitted with the Bid/Proposal)
- B. Outreach Efforts Compliance Statement – **Attachment D-2** (must be submitted within 10 Working Days of notification of apparent award or actual award, whichever is earlier)
- C. Subcontractor Project Participation Certification – **Attachment D-3** (must be submitted within 10 Working Days of notification of apparent award or actual award, whichever is earlier)
- D. Prime Contractor Paid/Unpaid MBE Invoice Report – **Attachment D-4** (must be submitted by the 10th of each month by the Prime Contractor)
- E. Subcontractor Paid/Unpaid MBE Invoice Report – **Attachment D-5** (must be submitted by the 10th of each month by the Subcontractor)
- F. Minority Contractor Unavailability Certificate – **Attachment D-6** (must be submitted within 10 Working Days of notification of apparent award or actual award whichever is earlier, if a waiver has been requested)

MDOT Certified MBE Utilization and Fair Solicitation Affidavit

(submit with Bid/Proposal)

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

In conjunction with the Bid/Proposal submitted in response to Solicitation No. 14-13691 I affirm the following:

1. I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of 20% percent. 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. I hereby request a waiver in whole or in part of the overall goal and/or subgoals. Within 10 Working 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. If this request is for a partial waiver, I have identified the portion of the MBE goal that I intend to meet in this Attachment D-1.
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); and
 - (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain Bidder/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 quotes, 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.

MBE Subcontractor Participation Schedule

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Solicitation Number: 14-13691	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name	MBE Certification Number
FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	

Continue on a separate page, if needed.

SUMMARY

Total <i>African-American</i> MBE Participation:	_____ % of total Contract value
Total <i>Asian American</i> MBE Participation:	_____ % of total Contract value
Total <i>Hispanic American</i> MBE Participation:	_____ % of total Contract value
Total <i>Woman-Owned</i> MBE Participation:	_____ % of total Contract value
Total <i>Other</i> Participation:	_____ % of total Contract value

Total All MBE Participation: **20%** of total Contract value

Note: The percentages entered above must reflect the actual percentage of total contract value committed to be paid to MBE subcontractor(s). (i.e., if the total MBE commitment is 25% of the total contract value, the subgroup percentages listed above should total 25%).

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

(PLEASE PRINT OR TYPE)

Signature of Affiant

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/Proposal 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 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: _____

Subcontractor Project Participation Certification

Please complete and submit one form for each MDOT certified MBE listed on Attachment D-1 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.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Total Subcontract Amount \$	

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/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/Proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the Bid/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/Proposal.

PRIME CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

By: _____
 Name, Title
 Date

By: _____
 Name, Title
 Date

This form is to be completed monthly by the prime contractor.

Attachment D-4

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

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Liaison by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	--

Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	Fax:	E-mail:																																					
Subcontractor Name:		Contact Person:																																					
Phone:	Fax:																																						
Subcontractor Services Provided:																																							
List all payments made to MBE subcontractor named above during this reporting period: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:30%; text-align: center;"><u>Invoice#</u></th> <th style="width:30%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$		_____	List dates and amounts of any outstanding invoices: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:30%; text-align: center;"><u>Invoice #</u></th> <th style="width:30%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$		_____
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Total Dollars Unpaid: \$		_____																																					

**If more than one MBE subcontractor is used for this contract, you must use separate D-4 forms for each subcontractor.
****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 _____ _____ _____	
--	--

Signature: _____ Date: _____
 (Required)

This form must be completed monthly by all MBE subcontractors.

Minority Business Enterprise Participation Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 10th of the month following the month the services were performed.	Contract # _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
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MBE Subcontractor Name: _____																																
MDOT Certification #: _____																																
Contact Person: _____		E-mail: _____																														
Address: _____																																
City: _____	State: _____	ZIP: _____																														
Phone: _____	Fax: _____																															
Subcontractor Services Provided:																																
List all payments received from Prime Contractor during reporting period indicated above. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 15%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$ _____</td> <td></td> </tr> </tbody> </table>			<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid: \$ _____			List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 15%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$ _____</td> <td></td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid: \$ _____		
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3.																																
Total Dollars Unpaid: \$ _____																																
Prime Contractor: _____		Contact Person: _____																														

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

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

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)

NOTE: Below is an excerpt only. Full text of COMAR Title 21 may be found at the website of the Secretary of State, Division of State Documents, at: <http://www.dsd.state.md.us/comar/>.

COMAR 21.11.03.11 - Waiver.

A. If, for any reason, the apparent successful Bidder/Offeror is unable to achieve the contract goal for each certified MBE classification specified as having a subcontract goal or the overall MBE contract goal, the Bidder/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, including the work to be performed by each MBE classification if an MBE subgoal has been specified, 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, and if appropriate, by certified MBE classification, including:
 - (a) The names, addresses, dates, telephone numbers, and classification 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/Offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
- (4) A list of certified MBEs including, if applicable, certified MBEs in each MBE classification, found to be unavailable, which shall be accompanied by an MBE unavailability verification form signed by the certified MBE, or a statement from the apparent successful Bidder/Offeror that the certified MBE refused to give the written verification;
- (5) The record of the apparent successful Bidder/Offeror's compliance with the outreach efforts required under Regulation .09C(2)(a)—(e) of this chapter; and
- (6) If the request for a waiver is for a certain MBE classification within an overall MBE goal, the Bidder/Offeror shall demonstrate reasonable efforts to meet the overall MBE goal with other MBE classification or classifications.

B. A waiver of a certified MBE contract goal may be granted only upon a reasonable demonstration by the Bidder/Offeror that certified MBE subcontract participation was unable to be obtained, or was unable to be obtained at a reasonable price or in the appropriate MBE classifications, 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/Proposals and subcontract Bids/Proposal 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 of this chapter 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 §C of this regulation, 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.

MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

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 quote 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 below.

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE Cert.# _____

(Name of MBE Firm)

located at _____

(Number)

(Street)

(City)

(State)

(Zip)

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

(Date)

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)

ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM

**Solicitation Number OPASS 14-13691
MARYLAND HEALTHIER COMMUNITIES SURVEY**

A Pre-Proposal Conference will be held at 10:00 a.m., on February 21, 2014, at 201 W. Preston Street, Baltimore, MD 21201, Lobby Room L-4. Please return this form by February 14, 2014, advising whether or not you plan to attend.

Return via e-mail or fax this form to the Procurement Coordinator:

Vern Shird
Prevention and Health Promotion Administration
Department of Health and Mental Hygiene
201 W. Preston St, Baltimore, MD 21201
Email: vern.shird@maryland.gov
Fax #: 410-333-7106

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 1.7 “Pre-Proposal Conference”):

Signature

Title

Name of Firm (please print)

ATTACHMENT F – FINANCIAL PROPOSAL INSTRUCTIONS

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the Offeror's TOTAL EVALUATED PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in 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) Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Proposal to be rejected.
- H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
- K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

ATTACHMENT F – FINANCIAL PROPOSAL FORM

FINANCIAL PROPOSAL FORM

The Financial Proposal Form shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

Calendar Year 2014 Survey

- 1. Develop, submit, and have approved all Work Plans \$ _____.
- 2. Conduct all Start-Up Activities and have approved \$ _____.
- 3. Work Plans and Start-Up Totals (Line 1 + Line 2) \$ _____.
- 4. Conduct Interviews and Data Collection \$ _____.
- 5. Work Plans/Start-up/Data Collection (Line 3 + Line 4) \$ _____.
- 6. Administrative Costs (Statutory maximum of 7% of Line 5) \$ _____.
- 7. **TOTAL COST OF CALENDAR YEAR 2014 SURVEY** \$ _____
USE LINE 7 FOR INVOICING % (Line 5 + Line 6)
- 8. 2014 Unit Cost of Conducting Interviews and Data Collection \$ _____
(Line 4 divided by target 20,000 completes)
- 8a. 2014 Unit Cost of Conducting Interviews and Data Collection exceeding target 20,000 completes
\$ _____.

Calendar Year 2016 Survey

- 9. Develop, submit, and have approved all Work Plans \$ _____.
- 10. Conduct all Start-Up Activities and have approved \$ _____.
- 11. Work Plans and Start-Up Totals (Line 9 + Line 10) \$ _____.
- 12. Conduct Interviews and Data Collection \$ _____.
- 13. Work Plans/Start-up/Data Collection (Line 11 + Line 12) \$ _____.
- 14. Administrative Costs (Statutory maximum of 7% of Line 13) \$ _____.
- 15. **TOTAL COST OF CALENDAR YEAR 2016 SURVEY** \$ _____
USE LINE 15 FOR INVOICING % (Line 13 + Line 14)
- 16. 2016 Unit Cost of Conducting Interviews and Data Collection \$ _____
(Line 12 divided by target 20,000 completes)
- 16a. 2016 Unit Cost of Conducting Interview and Data Collection exceeding target 20,000 completes
\$ _____.
- 17. **TOTAL COST OF 2014 AND 2016 SURVEYS (Line 7 + Line 15)** \$ _____.

In the event of proposed Contract Modification(s) changing the target number of completes: The “Unit Cost of Conducting Interviews and Data Collection” (Line 8 and/or Line 16) will be the basis for modifying lines 4 and/or 12 of the modified financial proposal.

Submitted By:
Authorized Signature: _____ Date: _____

Printed Name and Title: _____

Company Name: _____

Company Address: _____

Location(s) from which services will be performed (City/State): _____

FEIN: _____

eMM #: _____

Telephone: (_____) _____ -- _____

Fax: (_____) _____ -- _____

E-mail: _____

ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is 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 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 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 Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in 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.
- 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 Finance and 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 <http://www.dllr.state.md.us/labor/> and clicking on Living Wage for State Service Contracts.

Maryland Living Wage Requirements Affidavit

(submit with Bid/Proposal)

Contract No. 14-13691

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 its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland 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 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 with Bid/Proposal)

ATTACHMENT H - FEDERAL FUNDS ATTACHMENT

This solicitation does not include a Federal Funds Attachment.

ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

(submit with Bid/Proposal)

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 a Bidder/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/Proposal is made.

C. The Bidder/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 Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/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 Bidder/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)

ATTACHMENT J – NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made 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”) following the solicitation for the Maryland Healthier Communities Survey Solicitation # DHMH OPASS 14-13691; 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 IFB 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 ATTACHMENT J-1. Contractor shall update ATTACHMENT J-1 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 IFB or who will otherwise have a role in performing any aspect of the IFB, 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.
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, in no event less restrictive than as set forth in 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;
 - f. The Recitals are not merely prefatory but are an integral part hereof; and
 - g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

Contractor: _____

Maryland Department of Health and Mental Hygiene

By: _____(SEAL)

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NON-DISCLOSURE AGREEMENT - ATTACHMENT J-1

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

Printed Name and Address of Individual/Agent	Employee (E) or Agent (A)	Signature	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NON-DISCLOSURE AGREEMENT – ATTACHMENT J-2

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 Non-Disclosure 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)

ATTACHMENT K – HIPAA BUSINESS ASSOCIATE AGREEMENT

This solicitation does not require a HIPAA Business Associate Agreement.

ATTACHMENT L – MERCURY AFFIDAVIT

This solicitation does not include the procurement of products known to likely include mercury as a component.

ATTACHMENT M – VETERAN-OWNED SMALL BUSINESS ENTERPRISE

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

ATTACHMENT N – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

(submit with Bid/Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Bid/Proposal submitted in response to Solicitation No. _____, the following disclosures are hereby made:

- 1. At the time of Bid/Proposal submission, the Bidder/Offeror and/or its proposed subcontractors:
 - ___ have plans
 - ___ have **no** plans

to perform any services required under the resulting Contract outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the Bidder/Offeror or its proposed subcontractors, the Bidder/Offeror shall answer the following (attach additional pages if necessary):

- a. Location(s) services will be performed:

- b. Reasons why it is necessary or advantageous to perform services outside the United States:

The undersigned, being an authorized representative of the Bidder/Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: _____

Bidder/Offeror Name: _____

By: _____

Name: _____

Title: _____

Please be advised that the Department may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

ATTACHMENT O – DHR HIRING AGREEMENT

This solicitation does not require a DHR Hiring Agreement.

MARYLAND
HEALTHIER COMMUNITIES SURVEY
2014

DRAFT QUESTIONS, SKIP PATTERNS, & EDITS

Center for Tobacco Prevention & Control
Cancer and Chronic Disease Prevention Bureau
Prevention and Health Promotion Administration
Maryland Department of Health and Mental Hygiene

SECTION 1: HEALTH STATUS

ASK ALL RESPONDENTS

1. **GENHEALTH** Would you say that in general your health is...?

READ LIST

- | | |
|---|-----------|
| 1 | Excellent |
| 2 | Very Good |
| 3 | Good |
| 4 | Fair |
- or
- | | |
|---|------|
| 5 | Poor |
|---|------|

DO NOT READ

- | | |
|---|-----------------------|
| 7 | Don't know / Not sure |
| 9 | Refused |

[EDIT FOR VALID DATA ENTRY: 1-5, 7, 9]

SECTION 2: HEALTHY DAYS

ASK ALL RESPONDENTS

2. **PHYSHLTH** Now thinking about your physical health, which includes physical illness and injury, for how many days during the past 30 days was your physical health not good?

DO NOT READ

- ____ Number of days [ALLOWABLE RANGE = 1-30]
- | | |
|----|-----------------------|
| 88 | None |
| 77 | Don't know / Not sure |
| 99 | Refused |

[EDIT FOR VALID DATA ENTRY: 1-30, 77, 88, 99]

ASK ALL RESPONDENTS

3. **MENTHLTH** Now thinking about your mental health, which includes stress, depression, and problems with emotions, for how many days during the past 30 days was your mental health not good?

DO NOT READ

- ____ Number of days [ALLOWABLE RANGE = 1-30]
- | | |
|----|-----------------------|
| 88 | None |
| 77 | Don't know / Not sure |
| 99 | Refused |

[EDIT FOR VALID DATA ENTRY: 1-30, 77, 88, 99]

SECTION 3: HEALTH CARE ACCESS

ASK ALL RESPONDENTS

4. **HLTHPLAN** Do you have any kind of health care coverage, including health insurance, prepaid plans such as HMOs, government plans such as Medicare, or Indian Health Service?

DO NOT READ

- 1 Yes
- 2 No
- 7 Don't know / Not sure
- 9 Refused

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK ALL RESPONDENTS

5. **PERSDOC2** Do you have one person you think of as your personal doctor or health care provider?
INTERVIEWER: If "No," ask: "Is there more than one, or is there no person who you think of as your personal doctor or health care provider?"

DO NOT READ

- 1 Yes, only one
- 2 More than one
- 3 No
- 7 Don't know / Not sure
- 9 Refused

[EDIT FOR VALID DATA ENTRY: 1, 2, 3, 7, 9]

ASK ALL RESPONDENTS

6. **MEDCOST** Was there a time in the past 12 months when you needed to see a doctor but could not because of cost?

DO NOT READ

- 1 Yes
- 2 No
- 7 Don't know / Not sure
- 9 RefusedASK

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK ALL RESPONDENTS

7. **CHECKUP1** About how long has it been since you last visited a doctor for a routine checkup? A routine checkup is a general physical exam, not an exam for a specific injury, illness, or condition.

DO NOT READ

- 1 Within past year (anytime less than 12 months ago)
- 2 Within past 2 years (1 year but less than 2 years ago)
- 3 Within past 5 years (2 years but less than 5 years ago)
- 4 5 or more years ago
- 8 Never

- 9 Refused
- 7 Don't know / Not sure

[EDIT FOR VALID DATA ENTRY: 1-4, 7-9]

SECTION 4: SALT INTAKE

ASK ALL RESPONDENTS

8. **USESALT** Now I'll be asking some questions about your use of table salt. What type of salt do you usually add to your food at the table? Would you say it is ordinary or seasoned salt, lite salt, or a salt substitute?

[NOTE – Ordinary or seasoned salt includes regular iodized salt, sea salt and seasoning salts made with regular salt]

READ LIST

- 1 Ordinary, sea, seasoned, or other flavored salts
- 2 Lite salt
- 3 Salt substitute
- 7 Don't Know / Not sure
- 9 Refused

[EDIT FOR VALID DATA ENTRY: 1-3, 7, 9]

ASK IF SALTUSED = USES SALT (1 OR 2 OR 3)

9. **SALTFREQ** How often do you add [insert response to SALTUSED] to your food at the table? Is it...?

READ LIST

- 1 Rarely
- 2 Occasionally
- 3 Very Often
- 7 Don't Know/Not Sure
- 9 Refused

[EDIT FOR VALID DATA ENTRY: 1-3, 7, 9]

ASK ALL RESPONDENTS

10. **SALTCOOK** How often is ordinary salt or seasoned salt added in cooking or preparing foods in your household? [Note: THIS QUESTION APPLIES ONLY TO USE OF ORDINARY SALT OR SEASONED SALT AND NOT TO LITE SALT OR SALT SUBSTITUTES.]Is it...?

READ LIST

- 1 Never
- 2 Rarely
- 3 Occasionally
- 4 Very Often
- 7 Don't Know / Not Sure
- 9 Refused

[EDIT FOR VALID DATA ENTRY: 1-4, 7, 9]

SECTION 5: USE OF RESTAURANT CALORIE INFORMATION

ASK ALL RESPONDENTS

11. **MENUCAL** The next question is about eating out at fast food and chain restaurants. When calorie information is available in the restaurant, how often does this information help you decided what to order?

READ LIST

- 1 Always
- 2 Most of the time
- 3 About half the time
- 4 Sometimes
- 5 Never

DO NOT READ

- 6 Never noticed or never looked for calorie information
- 8 Usually cannot find calorie information
- 55 Do not eat at fast food or chain restaurants
- 77 Don't know / Not sure
- 99 Refused

[EDIT FOR VALID DATA ENTRY: 1-6, 8, 55, 77, 99]

SECTION 6: CIGARETTE SMOKING

ASK ALL RESPONDENTS

12. **SMOK100** Have you smoked at least 100 cigarettes in your entire life?

DO NOT READ

- | | | |
|---|-----------------------|----------------|
| 1 | Yes | |
| 2 | No | GO TO SMOKEVER |
| 7 | Don't Know / Not Sure | GO TO SMOKEVER |
| 9 | Refused | GO TO SMOKEVER |

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK IF **SMOK100** = YES (1)

13. **SMOKNOW** Do you now smoke cigarettes every day, some days, or not at all?

DO NOT READ

- | | | |
|---|-----------------------|-------------------|
| 1 | Every Day | |
| 2 | Some Days | GO TO SMOKWHOLAGE |
| 3 | Not At All | GO TO SMOKWHOLAGE |
| 7 | Don't Know / Not Sure | GO TO SMOKWHOLAGE |
| 9 | Refused | GO TO SMOKWHOLAGE |

[EDIT FOR VALID DATA ENTRY: 1, 2, 3, 7, 9]

ASK IF **SMOKNOW** = EVERYDAY (1)

14. **SMOKPERDAY** On the average, about how many cigarettes a day do you now smoke?

DO NOT READ

- | | | |
|-----|-----------------------|---|
| ___ | Number of cigarettes | IF 1-3, 41-180 GO TO SMOKPERDAY_CCHKA
ELSE GO TO SMOKWHOLAGE |
| 666 | <1 per day | GO TO SMOKPERDAY_CHKA |
| 888 | None | GO TO SMOKPERDAY_CHKA |
| 777 | Don't Know / Not Sure | GO TO SMOKWHOLAGE |
| 999 | Refused | GO TO SMOKWHOLAGE |

[EDIT FOR VALID DATA ENTRY: 1-180, 666, 777, 888, 999]

VERIFICATION OF RESPONDENT'S ANSWER – UNLIKELY RESPONSE GIVEN

14A. **SMOKPERDAY_CHKA** Let me check what I have entered. I recorded that you smoke an average of...

...IF SMOKPERDAY = 1-3, 41-180 [FILL FROM SMOKPERDAY] cigarettes a day.

...IF SMOKPERDAY = 666 less than one cigarette per day

...IF SMOKEPERDAY = 888 no cigarettes a day.

Did I get that right?

- | | | |
|---|-----|--|
| 1 | Yes | IF 1-3, 41-180 GO TO SMOKWHOLEAGE
IF 666 OR 888 GO TO SMOKPERDAY_CHKB |
| 2 | No | GO BACK TO SMOKPERDAY AND REPEAT |

VERIFICATION OF RESPONDENT'S ANSWER – UNLIKELY RESPONSE GIVEN

14B. **SMOKPERDAY_CHKB** I may have made a mistake. Earlier I recorded that you now smoke every day. Did I get that right?

Did I get that right?

- | | | |
|---|-----|--------------------------------------|
| 1 | Yes | GO TO SMOKWHOLAGE |
| 2 | No | GO BACK TO SMOKNOW AND REPEAT |

ASK IF SMOK100 = DID NOT SMOKE 100 CIGARETTES IN LIFETIME (2, 7, 9)

15. **SMOKEVER** Have you ever tried cigarette smoking, even one or two puffs?

DO NOT READ

- | | | |
|---|-----------------------|-----------------------|
| 1 | Yes | |
| 2 | No | GO TO SMOKLAST |
| 7 | Don't Know / Not Sure | GO TO SMOKLAST |
| 9 | Refused | GO TO SMOKLAST |

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK IF SMOKEVER = YES (1) OR SMOK100 = YES (1)

16. **SMOKWHOLAGE** How old were you when you smoked a whole cigarette for the first time?

DO NOT READ

- | | | |
|-----|--------------------------------|---|
| ___ | Age in years | GO TO SMOKLAST |
| 2 | Never smoked a whole cigarette | IF SMOK100 = YES (1) GO TO
SMOKWHOLAGE_CHKA
ELSE GO TO SMOKLAST |
| 7 | Don't Know / Not Sure | GO TO SMOKLAST |
| 9 | Refused | GO TO SMOKLAST |

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

VERIFICATION OF RESPONDENT'S ANSWER – UNLIKELY RESPONSE GIVEN

16A. **SMOKWHOLAGE_CHKA** Let me check what I have entered. I recorded that you never smoked a whole cigarette, but I also recorded that you had smoked at least 100 cigarettes in your lifetime.

Did I get that right?

- | | | |
|---|-----|--|
| 1 | Yes | GO TO SMOKLAST |
| 2 | No | Inquire as to which entry is correct.
GO BACK TO SMOK100 OR SMOKWHOLAGE |

NOTE:

IF APPROPRIATE AGE IN YEARS, THEN ALSO SET **SMOKWHOLCIG** = YES

IF NO (2), THEN SET **SMOKWHOLCIG** = NO

IF 7 THEN SET **SMOKWHOLCIG** = 7 YES

IF 9 THEN SET **SMOKEWHOLCIG** = 9, REFUSED

ASK IF **SMOKNOW** = NOT AT ALL, UNSURE, REFUSED (3, 7, 9) OR **SMOKEVER** = YES (1)
SMOKLAST Was the last time you smoked a cigarette, even one or two puffs...?

DO NOT READ

- | | |
|----|-------------------------------------|
| 1 | Within the past 24 hours |
| 2 | Within the past 7 days |
| 3 | Within the past 30 days |
| 4 | Within the past 3 months |
| 5 | Within the past 6 months |
| 6 | Within the past 1 year |
| 7 | Within the past 2 years |
| 8 | Within the past 5 years |
| 9 | Within the past 10 years |
| 10 | Within the past 15 years |
| 11 | More than 15 years ago |
| 12 | OTHER (Specify – to be discouraged) |
| 77 | Don't Know / Not Sure |
| 99 | Refused |

[EDIT FOR VALID DATA ENTRY: 1-12, 77, 99]

IF **SMOKNOW** = NOT AT ALL, DON'T KNOW, OR REFUSED (3, 7, 9) AND **SMOKLAST** = >1
YR OR DON'T KNOW OR REFUSED (7-12, 77, 99)

GO TO **SMOK30DAGE**

ASK IF

[SMOKNOW = NOT AT ALL, DK, REF (3, 7,9) OR SMOKEVER = YES (1)]

AND

SMOKLAST = PAST 1 YEAR (1-6)

17. **SMOKORQUIT** Since the last time you smoked a cigarette, have you decided that you are going to stop smoking cigarettes completely?

DO NOT READ

1	Yes
2	No
7	Don't Know / Not Sure
9	Refused

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

~~IF SMOKLAST = 3 MONTHS TO 1 YEAR (4-6) GO TO SMOKPASTYR~~

Skips to supplemental question (ATS#12) not used

ASK IF SMOKNOW = SOME DAYS (2) OR SMOKLAST = PAST 30 DAYS (1-3)

18. **SMOKDAYS30** During the past 30 days, that is, since [DATE FILL], on how many days did you smoke cigarettes?

DO NOT READ

_____	Number of days	
88	None	GO TO SMOKDAYS30_CHKA
77	Don't Know / Not Sure	IF SMOK100 = 2,7,9 GO TO SMOKYRAGO
99	Refused	IF SMOK100 = 2,7,9 GO TO SMOKYRAGO ELSE IF SMOKNOW = 2,3,7,9 GO TO SMOK30DEVER

[EDIT FOR VALID DATA ENTRY: 1-30, 77, 88, 99]

INTERVIEWER: IF RESPONDENT STATES A RANGE OR IS UNSURE, READ:

You said you smoked cigarettes on [state range – x-y days]. Your answer doesn't have to be exact, but I do need to report one number. What is your best guess of the number of days you smoked cigarettes in the past 30 days?

VERIFICATION OF RESPONDENT'S ANSWER – UNLIKELY RESPONSE

18A. **SMOKDAYS30_CHKA** Let me check what I have entered. I recorded that you did not smoke a cigarette in the past 30 days. Did I get that right?

1	Yes	GO TO SMOKDAYS30_CHKB
2	No	GO BACK TO SMOKDAYS30

VERIFICATION OF RESPONDENT'S ANSWER – UNLIKELY RESPONSE

189B. **SMOKDAYS30_CHKB** I may have made a mistake. Earlier I recorded that you...

IF SMOKNOW = SOME DAYS (2) ...now smoke some days

IF SMOKLAST = SMOKED PAST 30 DAYS (1-3) ...smoked even one or two puffs from a cigarette in the past 30 days.

Did I get that right?

- 1 Yes ~~IF SMOK100 = 2,7,9 GO TO SMOKYRAGO~~
- 2 No ~~ELSE IF SMOKNOW = 2,3,7,9 GO TO SMOK30DAGE~~
GO BACK TO **SMOKLAST**

ASK IF SMOKNOW = SOME DAYS (2) AND LASTSMOK = PAST 30 DAYS (1-3) AND SMOKEDAYS30 = 1-30

19. **SMOKSOMEDAY** On the average, on days when you smoked during the past 30 days, that is, since [DATE FILL], about how many cigarettes did you smoke a day?

DO NOT READ

___	Number of cigarettes	IF SMOKNOW = SOMEDAYS(2) <u>AND</u> SMOKSOMEDAY = 21-180
		<u>OR</u> IF SMOKLAST = PAST 30 DAYS (1-3) <u>AND</u> SMOKSOMEDAY = 17-180 GO TO SMOKSOMEDAY_CHKA
		ELSE IF SMOK100 = 2,7,9 GO TO SMOKYRAGO
666	<1 per day	ELSE IF SMOKNOW = 2,3,7,9 GO TO SMOK30DAGE IF SMOKNOW = SOMEDAYS (2) GO TO SMOKSOMEDAY_CHKA
888	None	GO TO SMOKSOMEDAY_CHKA
777	Don't Know / Not Sure	IF SMOK100 = 2,7,9 GO TO SMOKYRAGO
999	Refused	IF SMOK100 = 2,7,9 GO TO SMOKYRAGO ELSE IF SMOKNOW = 2,3,7,9 GO TO SMOK30DAGE

[EDIT FOR VALID DATA ENTRY: 1-180, 666, 777, 888, 999]

INTERVIEWER: IF RESPONDENT STATES A RANGE OR IS UNSURE, READ:

You said you smoke about [state range – x-y cigarettes] a day when you smoke cigarettes. Your answer doesn't have to be exact, but I do need to report one number. What is your best guess of the average number of cigarettes you smoked in one day on days when you smoked cigarettes in the past 30 days?

VERIFICATION OF RESPONDENT'S ANSWER – UNLIKELY RESPONSE

19A. **SMOKSOMEDAY_CHKA** Let me check what I have entered. I recorded that, on the days when you smoked during the past 30 days, you smoked an average of...

IF (SMOKNOW = 2 AND SMOKSOMEDAY = 21-180) OR (SMOKLAST = 1-3 AND SMOKSOMEDAY = 17-180) [FILL SMOKSOMEDAY RESPONSE] ...cigarettes a day.

ELSE IF (SMOKNOW = 2 AND SMOKSOMEDAY = 666) ...less than one cigarette a day.

ELSE IF SMOKSOMEDAY = 888 ...no cigarettes a day.

Did I get that right?

- 1 Yes IF SMOKSOMEDAY = 888 GO TO SMOKSOMEDAY_CHKB;
ELSE IF SMOK100 = 2,7,9 GO TO SMOKYRAGO
ELSE IF SMOKNOW = 2,3,7,9 GO TO SMOK30DAGE
- 2 No GO BACK TO SMOKSOMEDAY

VERIFICATION OF RESPONDENT'S ANSWER – UNLIKELY RESPONSE

19B. **SMOKSOMEDAY_CHKB** I may have made a mistake. Earlier I recorded that you smoked at least one cigarette on [FILLSMOKDAYS30 RESPONSE] day(s) out of the last 30 days. Did I get that right?

- 1 Yes IF SMOK100 = 2,7,9 GO TO SMOKYRAGO;
ELSE IF SMOKNOW = 2,3,7,9 GO TO SMOK30DAGE
- 2 No GO BACK TO SMOKDAYS30

ASK IF SMOKNOW = (EVERYDAY, SOMEDAYS, NOT AT ALL, NOT SURE, REFUSED (1, 2, 3, 7, 9)

20. **SMOK30DAGE** How old were you when you first smoked at least one cigarette every day for 30 days in a row?

- ___ Age in years IF (1-11, 31-130), GO TO SMOK30DAGE_CHK
- 666 Never smoked 30 days in row
- 777 Don't Know / Not Sure
- 999 Refused

[EDIT FOR VALID DATA ENTRY: 1-130, 666, 777, 999]

VERIFICATION OF RESPONDENT'S ANSWER – UNLIKELY RESPONSE

20A. **SMOK30DAGE_CHK** Let me check what I have entered. I recorded that you were [FILL AGE IN YEARS FROM SMOK30DAGE] years old when you first smoked at least one cigarette every day for 30 days in a row. Did I get that right?

- | | | |
|---|-----|---------------------------------|
| 1 | Yes | IF SMOKNOW = 1 GO TO SMOKYRAGO; |
| 2 | No | GO BACK TO SMOK30DAGE |

IF SMOK30DAGE = 1-130 AFTER VERIFICATION
THEN SET SMOK30DEVER = YES (1)

IF SMOKDODAGE = 666
THEN SET SMOK30DEVER = NO (2)

IF SMOK30DAGE = 777
THEN SET SMOK30DEVER = YES (7)

IF SMOK30DAGE = 999
THEN SET SMOK30DEVER = REFUSED (9)

ASK IF SMOKENOW = EVERYDAY,SOME DAYS(1-2) OR SMOKLAST = PAST 30 DAYS (1-3)

21. **SMOKWAKE** On the days that you smoke,] How soon after you wake up do you usually have your first cigarette...?

READ _____

- | | |
|---|-------------------------------------|
| 1 | Within 5 minutes |
| 2 | From 6 to 30 minutes |
| 3 | From more than 30 minutes to 1 hour |
| 4 | After more than 1 hour |
| 7 | Don't Know / Not Sure |
| 9 | Refused |

[EDIT FOR VALID DATA ENTRY: 1-4, 7, 9]

ASK IF SMOKNOW = EVERDAY, SOMEDAYS (1-2) OR SMOKLAST = PAST 30 DAYS (1-3)

22. **MENTHOLCIGS2** During the past 30 days, that is, since [DATE FILL], were the cigarettes that you usually smoked menthol?

DO NOT READ _____

- | | |
|---|-----------------------|
| 1 | Yes |
| 2 | No |
| 7 | Don't Know / Not Sure |
| 9 | Refused |

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK IF SMOKNOW = EVERYDAY OR SOMEDAYS (1-2) OR SMOKLAST = PAST 30 DAYS (1-3)

23. **CIGFLAVOR** Were any of the cigarettes that you smoked in the past 30 days flavored to taste like candy, fruit, chocolate, or other sweets?

DO NOT READ

- 1 Yes
- 2 No
- 7 Don't Know / Not Sure
- 9 Refused

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK IF SMOKLAST = PAST 30 DAYS (1-3) OR SMOKNOW = EVERYDAY, SOMEDAYS (1-2)

24. **BGHTPAST30D** Have you bought any cigarettes for yourself in the past 30 days, that is, since [DATE FILL]?

DO NOT READ

- 1 Yes
- 2 No GO TO SLTEVER2
- 7 Don't Know / Not Sure GO TO SLTEVER2
- 9 Refused GO TO SLTEVER2

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK IF SMOKNOW = EVERYDAY, SOME DAYS (1-2) OR BGHTPAST30D = YES (1)

25. **BUYQUANT2** The last time you bought cigarettes for yourself, did you buy them by the pack or by the carton?

DO NOT READ

- 1 By the Pack
- 2 By the Carton GO TO COSTCARTON2
- 3 Other (specify) _____ GO TO SPECOFFERS
- 7 Don't Know / Not Sure GO TO SPECOFFERS
- 9 Refused GO TO SPECOFFERS

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK IF BUYQUANT2 = BY THE PACK (1)

26. **COSTPACK2** What price did you pay for the last pack of cigarettes you bought?

DO NOT READ

- ___ Amount paid for last pack IF = 1.00-2.99, 8.50-20.00 GO TO COSTPACK2_CHK
- 77.77 Don't Know / Not Sure
- 99.99 Refused

[EDIT FOR VALID DATA ENTRY: \$1.00-\$20.00, 77.77, 99.99]

GO TO SPECOFFERS

26A. **COSTPACK2_CHK** Let me check what I have entered. I recorded that you paid [FILL COSTPACK2 RESPONSE] for the last pack of cigarettes you bought. Did I get that right?

DO NOT READ _____

- 1 Yes GO TO SPECOFFERS
- 2 No GO BACK TO COSTPACK2

ASK IF BUYQUANT2 = BY THE CARTON (2)

27. **COSTCARTON2** What price did you pay for the last carton of cigarettes you bought?

DO NOT READ _____

- ____ Amount paid for last carton IF = 10-18.50, 69-90 GO TO COSTCARTON2_CHK
 - 777.77 Don't Know / Not Sure
 - 999.99 Refused
- [EDIT FOR VALID DATA ENTRY: \$10.00-\$90.00, 777.77, 999.99]

GO TO SPECOFFERS

27A. **COSTCARTON2_CHK** Let me check what I have entered. I recorded that you paid [FILL COSTCARTON2 RESPONSE] for the last carton of cigarettes you bought. Did I get that right?

DO NOT READ _____

- 1 Yes GO TO SPECOFFERS
- 2 No GO BACK TO COSTCARTON2

ASK IF SMOKNOW = EVERYDAY, SOME DAYS (1-2) OR BGHTPAST30D = YES (1)

28. **SPECOFFERS** The last time you bought cigarettes, did you take advantage of coupons, rebates, buy 1 get 1 free, 2 for 1, or any other special promotions for cigarettes?

DO NOT READ _____

- 1 Yes
- 2 No
- 7 Don't Know / Not Sure
- 9 Refused

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK IF SMOKNOW = EVERYDAY, SOMED DAYS (1-2) OR BGHTPAST30D = YES (1)

29. **BUYNET2** In the past 12 months, that is, since [DATE FILL], have you bought cigarettes over the Internet?

DO NOT READ _____

- 1 Yes
- 2 No
- 7 Don't Know / Not Sure
- 9 Refused

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

SECTION 7: SMOKELESS TOBACCO

ASK ALL

30. **SLTEVER2** Have you ever tried chewing tobacco, snuff, or dip, such as Skoal, Copenhagen, Grizzly, Levi Garrett, Red Man, or Day's Work, even just one time in your entire life?

DO NOT READ

- | | |
|---|-----------------------|
| 1 | Yes |
| 2 | No |
| 7 | Don't Know / Not Sure |
| 9 | Refused |

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

IF SLTEVER2 = YES (1)

31. **SLTNODAYS** During the past 30 days, that is, since [DATE FILL], on how many days did you use chewing tobacco, snuff, or dip?

DO NOT READ

- | | | |
|-------|-----------------------|----------------|
| _____ | Number of days | |
| 88 | None | GO TO SNUSEVER |
| 77 | Don't Know / Not Sure | GO TO SNUSEVER |
| 99 | Refused | GO TO SNUSEVER |

[EDIT FOR VALID DATA ENTRY: 1-30, 77, 88, 99]

ASK IF SLTNODAYS = 1-30

32. **SLTFLAVOR** Was any of the chewing tobacco,, snuff, or dip that you used in the past 30 days flavored to taste like candy, fruit, chocolate, or other sweets?

DO NOT READ

- | | |
|---|-----------------------|
| 1 | Yes |
| 2 | No |
| 7 | Don't Know / Not Sure |
| 9 | Refused |

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK ALL

33. **SNUSEVER** Have you ever tried snus, even just one time in your entire life?

DO NOT READ

- | | | |
|---|-----------------------|--|
| 1 | Yes | GO TO SNUSDAYS |
| 2 | No | IF SMOK100=1 AND SLTEVER2=1 GO TO SLTSUB;
ELSE IF SMOK100=2,7,9 OR SLTEVER2=2,7,9 GO TO CIGAREVER |
| 7 | Don't Know / Not Sure | IF SMOK100=1 AND SLTEVER2=1 GO TO SLTSUB;
ELSE IF SMOK100=2,7,9 OR SLTEVER2=2,7,9 GO TO CIGAREVER |
| 9 | Refused | IF SMOK100=1 AND SLTEVER2=1 GO TO SLTSUB;
ELSE IF SMOK100=2,7,9 OR SLTEVER2=2,7,9 GO TO CIGAREVER |

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK IF **SNUSEVER = YES (1)**

34. SNUSNODAYS During the past 30 days, that is, since [DATE FILL], on how many days did you use snus?

DO NOT READ

_____ Number of days

88 None

77 Don't Know / Not Sure

99 Refused

[EDIT FOR VALID DATA ENTRY: 1-30, 77, 88, 99]

IF SMOK100 = 2, 7, 9 GO TO CIGAREVER

ASK IF **SNUSEVER = YES (1) AND [SLTEVER2 = YES (1) OR SMOK100 = YES (1)]**

35. SLTSUB Have you ever used chewing tobacco, snuff, dip, or snus instead of smoking a cigarette or other tobacco product because you were in a place where smoking was not allowed?

DO NOT READ

1 Yes

2 No

7 Don't Know / Not Sure

9 Refused

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

SECTION 8: CIGARS

INTERVIEWER – IF RESPONDENT IS UNSURE OF WHAT CIGARILLOS ARE, SAY:

Cigarillos are small regular cigars. They are usually sold individually or in packs of 5 or 8. Some common brands are *Black and Mild's*, *Swisher Sweets Cigarillos*, and *Phillies Blunts*, but there are others.

INTERVIEWER – IF RESPONDENT IS UNSURE OF WHAT VERY SMALL CIGARS THAT LOOK LIKE CIGARETTES ARE, SAY:

Very small cigars that look like cigarettes are usually brown in color and have a spongy filter like a cigarette. They are about the same size as a cigarette and are often sold in packs of 20. Some common brands are *Prime Time* little filter cigars and *Winchester* little filter cigars, but there are others.

ASK ALL

36. CIGAREVER Have you ever tried smoking cigars, cigarillos, or very small cigars that look like cigarettes in your entire life, even one or two puffs?

DO NOT READ

1 Yes

2 No **GO TO PIPEREGEREVER**

7 Don't Know / Not Sure **GO TO PIPEREGEREVER**

9 Refused **GO TO PIPEREGEREVER**

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK IF CIGAREVER = YES (1)

37. **CIGARNODAYS** During the past 30 days, that is, since [DATE FILL], on how many days did you smoke cigars, cigarillos, or very small cigars that look like cigarettes?

DO NOT READ

_____	Number of days	
88	None	GO TO PIPEREVEVER
77	Don't Know / Not Sure	GO TO PIPEREVEVER
99	Refused	GO TO PIPEREVEVER

[EDIT FOR VALID DATA ENTRY: 1-30, 77, 88, 99]

ASK IF CIGARNODAYS = 1-30

38. **CIGARFLAVR** Were any of the cigars, cigarillos, or very small cigars that look like cigarettes that you smoked in the past 30 days flavored to taste like candy, fruit, chocolate, or other sweets?

DO NOT READ

1	Yes	GO TO PIPEREVEVER
2	No	GO TO PIPEREVEVER
7	Don't Know / Not Sure	GO TO PIPEREVEVER
9	Refused	GO TO PIPEREVEVER

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

SECTION 8: TOBACCO PIPES

ASK ALL

INTERVIEWER – PLEASE READ TO RESPONDENT:

The next few questions ask about smoking tobacco in pipes. The next one or two questions ask about a regular pipe. After that, there are one or two questions asking about a hookah or other water pipe.

39. **PIPEREVEVER** First, I want to ask you about a regular pipe. Have you ever smoked tobacco in a regular pipe in your entire life, even one or two puffs?

DO NOT READ

1	Yes	
2	No	GO TO PIPEWTREVER
7	Don't Know / Not Sure	GO TO PIPEWTREVER
9	Refused	GO TO PIPEWTREVER

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK IF PIPEREGER = YES (1)

40. **PIPEREGDAYS** During the past 30 days, that is, since [DATE FILL], on how many days did you smoke tobacco in a regular pipe?

DO NOT READ

____ Number of days
88 None
77 Don't Know / Not Sure
99 Refused

[EDIT FOR VALID DATA ENTRY: 1-30, 77, 88, 99]

ASK ALL

41. **PIPEWTREVER** Now, I want to ask you about a hookah or other water pipe. Have you ever smoked tobacco in a hookah or other water pipe in your entire life, even one or two puffs?

DO NOT READ

1 Yes
2 No GO TO ESDEVER
7 Don't Know / Not Sure GO TO ESDEVER
9 Refused GO TO ESDEVER

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK IF PIPEWTREVER = YES (1)

42. During the past 30 days, that is, since [DATE FILL], on how many days did you smoke tobacco in a hookah or other water pipe?

DO NOT READ

____ Number of days GO TO ESDEVER
88 None GO TO ESDEVER
77 Don't Know / Not Sure GO TO ESDEVER
99 Refused GO TO ESDEVER

[EDIT FOR VALID DATA ENTRY: 1-30, 77, 88, 99]

SECTION 9: ELECTRONIC SMOKING DEVICES

ASK ALL

INTERVIEWER – PLEASE READ TO RESPONDENT:

The next few questions ask about electronic smoking devices. The most common is the so-called e-cigarette. These devices heat a liquid, often containing nicotine and flavorings, to create a vapor that is then inhaled by the user to mimic smoking.

43. **EVERESD** Have you ever used or tried an e-cigarette or other electronic smoking device, even one or two puffs?

DO NOT READ

1	Yes	GO TO ESDDAYS
2	No	GO TO END OF SECTION
7	Don't Know / Not Sure	GO TO END OF SECTION
9	Refused	GO TO END OF SECTION

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK IF EVERESD = YES (1)

44. **ESDDAYS** During the past 30 days, that is, since [DATE FILL], on how many days did you use an e-cigarette or other electronic smoking device?

DO NOT READ

___	Number of days	GO TO ESDREASN
88	None	GO TO END OF SECTION
77	Don't Know / Not Sure	GO TO END OF SECTION
99	Refused	GO TO END OF SECTION

[EDIT FOR VALID DATA ENTRY: 1-30, 77, 88, 99]

ASK IF ESDDAYS = 1-30

45. **ESDREASN** Why do you use e-cigarettes or other electronic smoking devices? Is it because....? (you may choose more than one answer)

DO NOT READ

1	I am trying to quit smoking	GO TO ESDFLAVR
2	I use when not allowed to smoke	GO TO ESDFLAVR
3	They are safer than using tobacco	GO TO ESDFLAVR
4	The novelty of using them	GO TO ESDFLAVR
5	Other (please specify)	GO TO ESDFLAVR
7	Don't Know / Not Sure	GO TO ESDFLAVR
9	Refused	GO TO ESDFLAVR

[EDIT FOR VALID DATA ENTRY: 1-5, 7, 9]

ASK IF ESDREASN = 1-5

46. **ESDBESTREASN** Of the reason(s) you just gave me for using e-cigarettes or other electronic smoking devices, which is the most important and biggest reason you use them? (you may choose only ONE answer)

DO NOT READ

1	I am trying to quit smoking	GO TO ESDFLAVR
2	I use when not allowed to smoke	GO TO ESDFLAVR
3	They are safer than using tobacco	GO TO ESDFLAVR
4	The novelty of using them	GO TO ESDFLAVR
5	Other (please specify)	GO TO ESDFLAVR
7	Don't Know / Not Sure	GO TO ESDFLAVR
9	Refused	GO TO ESDFLAVR

[EDIT FOR VALID DATA ENTRY: 1-5, 7, 9]

ASK IF ESDDAYS = 1-30

47. **ESDFLAVR** When you used an e-cigarette or other electronic smoking device during the past 30 days, did you use a device that had liquids that were flavored to taste like candy, fruit, chocolate, or other sweets?

DO NOT READ

1	Yes	GO TO END OF SECTION
2	No	GO TO END OF SECTION
7	Don't Know / Not Sure	GO TO END OF SECTION
9	Refused	GO TO END OF SECTION

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

END OF SECTION

A

IF PIPEWTREVER=2,7,9 AND

[SMOK100=2,7,9 OR SMOKNOW=3,7,9] AND

[SMOKEVER=2,7,9 OR SMOKLAST=4-12,77,99] AND

[SLTEVER2=2,7,9 OR SLTNODAYS=88,77,99] AND

[SNUSEVER=2,7,9 OR SNUSNODAYS=88,77,99] AND

[CIGAREVER=2,7,9 OR CIGARNODAYS=88,77,99] AND

[PIPEREGER=2,7,9 OR PIPEREGDAYS=88,77,99]... GO TO QTLINEAWRNT

B

ELSE IF PIPEWTREVER=2,7,9 AND

[SMOKNOW=1,2 OR SMOKLAST=1-3 OR SLTNODAYS=1-30 OR SNUSNODAYS=1-30 OR CIGARNODAYS=1-30 OR

PIPEREGDAYS=1-3]... GO TO QTLINEAWRT

C

IF SMOKNOW=1,2 OR SMOKLAST=1-3 OR SLTNODAYS=1-30 OR SNUSNODAYS=1-30 OR CIGARNODAYS=1-30 OR

PIPEREGDAYS=1-30 OR PIPEWTRNODAYS=1-30...GO TO QTLINEAWRT

SECTION 10: AWARENESS OF QUITLINES

ASK IF "A" FROM END OF SECTION 9...ASK NON-TOBACCO USERS

48. **QTLINAWRNT** A telephone quitline is a free telephone-based service that connects people who smoke cigarettes or use other tobacco products with someone who can help them quit. Are you aware of any telephone quitline services that are available to help people quit using tobacco?

DO NOT READ

- 1 Yes
- 2 No
- 7 Don't Know / Not Sure
- 9 Refused

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

GO TO QTADS

ASK IF "B" OR "C" FROM END OF SECTION 9...ASK TOBACCO USERS

49. **QTLINAWRT** A telephone quitline is a free telephone-based service that connects people who smoke cigarettes or use other tobacco products with someone who can help them quit. Are you aware of any telephone quitline services that are available to help you quit using tobacco?

DO NOT READ

- 1 Yes
- 2 No
- 7 Don't Know / Not Sure
- 9 Refused

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

GO TO QTADS

SECTION 11: EXPOSURE TO ADS ABOUT QUITTING SMOKING

ASK ALL

50. **QTADS** In the past 30 days, have you seen, read, or heard any ads about quitting cigarettes?

Ask this to assess extent to which MD residents exposed to cessation media, break out by smoking status The CDC ATS asks this of fewer respondents, only current cigarette smokers and those who last smoked during the past 30 days. We can break this out to replicate CDC variables but would like to get better handle on overall adult exposure to such ads, regardless of ad media or sponsors..

DO NOT READ

- 1 Yes
- 2 No
- 7 Don't Know / Not Sure
- 9 Refused

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

IF SMOKLAST = 4-6 GO TO QTATT2

ELSE IF SMOKEVER=2,7,9 OR SMOKLAST = 7-12,77,99 GO TO HCWCARE2

ELSE GO TO HCWCARE2

SECTION 12: ATTEMPTS TO QUIT

ASK IF SMOKENOW = YES (1-2) OR SMOKLAST = PAST YEAR (1-6)

51. **QTATT2** In your whole life, how many times have you stopped smoking for one day or longer because you were trying to quit smoking cigarettes for good?

CORE ATS # 48

INTERVIEWER: IF RESPONDENT STATES A RANGE OR IS UNSURE, READ:

You said you have tried to quit smoking about x to y times in your entire life. Your answer doesn't have to be exact, but I do need to report one number. What is your best guess of the number of times in your whole life that you stopped smoking for one day or longer because you were trying to quit smoking cigarettes for good?

INTERVIEWER: USE "76" FOR 76 OR MORE ATTEMPTS

DO NOT READ

- ___ Number of times attempted to quit IF 21-76 GO TO QTATT2_CHK
- 88 None
- 77 Don't Know / Not Sure
- 99 Refused

[EDIT FOR VALID DATA ENTRY: 1-76, 77, 88, 99]

IF (QTATT2 = 88,77,99 AND SMOKNOW = 1,2) OR (SMOKLAST = 1-6 AND SMOKORQUIT = 2,7,9)
GO TO QTWANT

ELSE IF QTATT2 = 88,77,99 AND (SMOKLAST = 1-6 AND SMOKORQUIT = 1),
GO TO HCWCARE2

VERIFICATION OF RESPONDENT'S ANSWER – UNLIKELY RESPONSE

51A. **QTATT2_CHK** Let me check what I have entered. I recorded that you have stopped smoking for one day or longer [FILL IN NUMBER OF TIMES FROM QTATT2] times in your whole life because you were trying to quit smoking cigarettes for good. Did I get that right?

DO NOT READ

1 Yes
2 No GO BACK TO QTATT2
[EDIT FOR VALID DATA ENTRY: 1 or 2]

ASK IF QTATT2 = HAS ATTEMPTED TO QUIT DURING LIFETIME (1-76)

52. **QT12MOS** During the past 12 months, that is, since [DATE FILL], how many times have you stopped smoking for one day or longer because you were trying to quit smoking cigarettes for good?

INTERVIEWER: IF RESPONDENT STATES A RANGE OR IS UNSURE, READ:

You said you have tried to quit smoking cigarettes about x to y times in the past twelve months. Your answer doesn't have to be exact, but I do need to report one number. What is your best guess of the number of times in the past 12 months that you stopped smoking for one day or longer because you were trying to quit smoking cigarettes for good?

INTERVIEWER: USE "76" FOR 76 OR MORE ATTEMPTS

DO NOT READ

____ Number of times attempted to quit IF 6-76 GO TO QT12MOS_CHK
88 None
77 Don't Know / Not Sure
99 Refused
[EDIT FOR VALID DATA ENTRY: 1-76, 77, 88, 99]

IF QT12MOS = 88,77,99 AND [SMOKNOW = 1-2 OR (SMOKLAST = 1-6 AND SMOKORQUIT = 2,7,9)]
GO TO QTWANT
ELSE IF QT12MOS = 88,77,99 AND (SMOKLAST = 1-6 AND SMOKORQUIT = 1)
GO TO HCWCARE2

VERIFICATION OF RESPONDENT'S ANSWER – UNLIKELY RESPONSE

52A. **QT12MOS_CHK** Let me check what I have entered. I recorded that you have stopped smoking for one day or longer [FILL IN NUMBER OF TIMES FROM QT12MOS] times in the past 12 months because you were trying to quit smoking cigarettes for good. Did I get that right?

DO NOT READ

1 Yes
2 No GO BACK TO QT12mos
[EDIT FOR VALID DATA ENTRY: 1 or 2]

ASK IF QT12MOS = TRIED TO QUIT DURING PAST YEAR (1-76)

53. **QTASSIST** The last time you quit smoking, which ONE of the following did you use to assist you in your quit attempt?

READ _____

- 1 Called a telephone quitline
- 2 Participated in a class or program
- 3 Used one-on-one counseling

DO NOT READ _____

- 7 Don't Know / Not Sure
- 9 Refused

[EDIT FOR VALID DATA ENTRY: 1-3,7,9]

ASK IF QT12MOS = TRIED TO QUIT DURING PAST YEAR (1-76)

INTERVIEWER: PRONOUNCE "Wellbutrin" AS Well-**BYOU**-trin, "Zyban" AS **Z-EYE**-ban, "bu pro pri on" as **BYOU PRO PRI ON**, "Chantix" AS **SHAN TIX**, AND "varenicline" AS **VAR EN IH CLEAN**.

INTERVIEWER – PLEASE READ THE LIST **SLOWLY**...

54. **QTMED2** [IF SMOKLAST = 4-6] When you quit smoking...
[IF SMOKNOW = 1-2 OR SMOKLAST = 1-3] The last time you tried to quit smoking...
...did you use any of the following medications: a nicotine patch, nicotine gum, nicotine lozenges, nicotine nasal spray, a nicotine inhaler, or pills such as Wellbutrin, Zyban, bupropion, Chantix, or varenicline to help you quit?

DO NOT READ _____

- 1 Yes
- 2 No
- 7 Don't Know / Not Sure
- 9 Refused

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

IF SMOKLAST = 1-6 AND SMOKORQUIT = 1, GO TO HCWCARE2

ASK IF SMOKNOW = CURRENT SMOKER (1-2) OR [SMOKLAST = PAST 6 MONTHS (1-6) AND SMOKORQUIT = HAS NOT DECIDED TO QUIT FOR GOOD (2,7,9)]

55. **QTWANT** Do you want to quit smoking cigarettes for good?

DO NOT READ _____

- 1 Yes
- 2 No GO TO HCWCARE2
- 7 Don't Know / Not Sure GO TO HCWCARE2
- 9 Refused GO TO HCWCARE2

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK IF QTWANT = YES (1)

56. **TIMEQUIT** Do you plan to quit smoking cigarettes for good ...

READ

- 1 In the next 7 days
- 2 In the next 30 days
- 3 In the next 6 months
- 4 In the next 1 year
- 5 More than 1 year from now
- 6 Don't plan on ever quitting

DO NOT READ

- 7 Don't Know / Not Sure
- 9 Refused

[EDIT FOR VALID DATA ENTRY: 1-7, 9]

NOTE:

- IF **TIMEQUIT** = 1-5 THEN ALSO SET **QTFRAME** = YES (1)
- 6 THEN ALSO SET **QTFRAME** = NO (2)
- 7 THEN ALSO SET **QTFRAME** = DON'T KNOW/NOT SURE (7)
- 9 THEN ALSO SET **QTFRAME** = REFUSED (9)

SECTION 13: HEALTH PROFESSIONAL ADVICE TO QUIT

ASK ALL

57. **HCWCARE2** In the past 12 months, that is, since **[DATE FILL]**, have you seen a doctor, dentist, nurse, or other health professional?

DO NOT READ

- 1 Yes
- 2 No [GO TO HCCOVERAGE](#)
- 7 Don't Know / Not Sure [GO TO HCCOVERAGE](#)
- 9 Refused [GO TO HCCOVERAGE](#)

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

IF **HCWCARE2** = 1 **AND**

- [\(SMOK100 = 2,7,9 OR SMONOW = 3,7,9\)](#) **AND**
 - [\(SMOKEVER = 2,7,9 OR SMOKLAST = 7-12,77,99\)](#) **AND**
 - [\(SLTEVER = 2,7,9 OR SLTNODAYS = 88,77,99\)](#) **AND**
 - [\(SNUSEVER = 2,7,9 OR SNUSNODAYS = 88,77,99\)](#) **AND**
 - [\(CIGAREVER = 2,7,9 OR CIGARNODAYS = 88,77,99\)](#) **AND**
 - [\(PIPEREGER = 2,7,9 OR PIPEREGDAYS = 88,77,99\)](#) **AND**
 - [\(PIPEWTREVER = 2,7,9 OR PIPEWTRDAYS = 88,77,99\)](#)
- [GO TO HCWASK](#)

ASK IF HCWCARE2 = 1 **AND** [CTOBACCO = 1 **OR** SMOKLAST = 1-6 **OR** SLTNODAYS = 1-30 **OR** CIGARNODAYS = 1-30 **OR** PIPEREGDAYS = 1-30 **OR** PIPEWTRDAYS = 1-30]

58. HCWADVISE2 In the past 12 months, that is, since [DATE FILL], did any doctor, dentist, nurse, or other health professional advise you to quit smoking cigarettes or using any other tobacco products?

DO NOT READ

1	Yes	GO TO HCWQTASK
2	No	GO TO HCWASK
7	Don't Know / Not Sure	GO TO HCWASK
9	Refused	GO TO HCWASK

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

IF HCWADVISE2 = YES

59. HCWQTASK The **last time** a health professional advised you to quit using tobacco, did they also ask if you wanted to try to quit?

DO NOT READ

1	Yes	GO TO HCWMORADVICE
2	No	GO TO HCWMORADVICE
7	Don't Know / Not Sure	GO TO HCWMORADVICE
9	Refused	GO TO HCWMORADVICE

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

60. HCWMORADVICE The **last time** a health professional advised you to quit using tobacco, did they also offer any assistance, information, or additional advice to help you quit?

DO NOT READ

1	Yes	GO TO SMOKHOME7D2
2	No	GO TO SMOKHOME7D2
7	Don't Know / Not Sure	GO TO SMOKHOME7D2
9	Refused	GO TO SMOKHOME7D2

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

IF HCWCARE2 = YES AND DID NOT USE TOBACCO IN PAST YEAR

61. HCWASK In the past 12 months, that is, since [DATE FILL], did any doctor, dentist, nurse, or other health professional ask if you smoke cigarettes or use any other tobacco products?

DO NOT READ

1	Yes	GO TO SMOKHOME7D2
2	No	GO TO SMOKHOME7D2
7	Don't Know / Not Sure	GO TO SMOKHOME7D2
9	Refused	GO TO SMOKHOME7D2

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

SECTION 9: SECONDHAND SMOKE & TOBACCO-FREE POLICIES

At Home

ASK ALL

62. **SMOKHOME7D2** Not counting decks, porches, or garages, during the past 7 days, that is, since last [TODAY'S DAY OF WEEK], on how many days did **someone other than you** smoke tobacco inside your home while you were at home?

DO NOT READ

_____	Number of Days	GO TO HOMERULES2
88	None	GO TO HOMERULES2
77	Don't Know / Not Sure	GO TO HOMERULES2
99	Refused	GO TO SMOKHOME7D2

[EDIT FOR VALID DATA ENTRY: 1-7, 88, 77, 99]

ASK ALL

63. **HOMERULES2** Not counting decks, porches, or garages, inside your home, is smoking ...? [SMOKING RULES]

DO NOT READ

1	Always allowed	GO TO HOMERULESOPN
2	Allowed only at some times or in some places	GO TO HOMERULESOPN
3.	Never allowed	GO TO HOMERULESOPN
7	Don't Know / Not Sure	GO TO HOMERULESOPN
9	Refused	GO TO HOMERULESOPN

[EDIT FOR VALID DATA ENTRY: 1, 2, 3, 7, 9]

ASK ALL

64. **HOMERULESOPN** In your opinion, inside a home, should smoking...[RULES].

DO NOT READ

1	Always be allowed	GO TO EMPLOY2
2	Be allowed only at some times or in some places	GO TO EMPLOY2
3.	Never allowed	GO TO EMPLOY2
7	Don't Know / Not Sure	GO TO EMPLOY2
9	Refused	GO TO EMPLOY2

[EDIT FOR VALID DATA ENTRY: 1, 2, 3, 7, 9]

In the Workplace

ASK ALL

65. **EMPLOY2** Are you currently working for pay or are you self-employed, either part-time or full-time?

DO NOT READ

1	Yes	GO TO NOJOBS
2	No	GO TO WORKINDOPN2
7	Don't Know / Not Sure	GO TO WORKINDOPN2
9	Refused	GO TO WORKINDOPN2

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

IF EMPLOY2 = YES

66. **NOJOBS** Do you currently have one job or more than one job?

DO NOT READ

1	One job	GO TO WORKPLACE
2	More than one job	GO TO WORKPLACE
7	Don't Know / Not Sure	GO TO WORKINDOPN2
9	Refused	GO TO WORKINDOPN2

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

IF NOJOBS 1 OR MORE THAN 1

67. **WORKPLACE** Most of the time, do you work...? [INDOORS, OUTDOORS, ETC.]

DO NOT READ

1	Outdoors	GO TO SHSEXPWORK
2	In a vehicle	GO TO SHSEXPWORK
3.	Indoors at home	GO TO SHSEXPWORK
4.	Indoors in a place like an office bldg., retail store, restaurant, or factory	SAME ABOVE
96.	Somewhere else _____ (specify)	GO TO SHSEXPWORK
77	Don't Know / Not Sure	GO TO TOBCOMPWORK
99	Refused	GO TO TOBCOMPWORK

[EDIT FOR VALID DATA ENTRY: 1, 2, 3, 4, 77, 99]

IF WORKPLACE = OUTDOORS, INDOORS OR IN VEHICLE

68. **SHSEXPWORK** Now I'm going to ask you about smoke you might have breathed at work because someone else was smoking, **either indoors, outdoors, or in a vehicle**. During the past 7 days, that is, since last [TODAY'S DAY OF WEEK], on how many days did you breathe the smoke at your workplace from **someone other than you** who was smoking tobacco

DO NOT READ

___	Number of Days	GO TO WORKSMOKIND
88	None	GO TO WORKSMOKIND
77	Don't Know / Not Sure	GO TO WORKSMOKIN
99	Refused	GO TO WORKSMOKIN

[EDIT FOR VALID DATA ENTRY: 1-7, 88, 77, 99]

IF WORKPLACE = INSIDE, CAR, OR HOME

69. **WORKSMOKIND** At your workplace, is smoking in **indoor** areas...?

DO NOT READ

1	Always be allowed	GO TO WORKSMOKOUT
2	Be allowed only at some times or in some places	GO TO WORKSMOKOUT
3.	Never allowed	GO TO WORKSMOKOUT
7	Don't Know / Not Sure	GO TO WORKSMOKOUT
9	Refused	GO TO WORKSMOKOUT

[EDIT FOR VALID DATA ENTRY: 1, 2, 3, 7, 9]

IF WORKPLACE = OUTDOORS OR INDOORS

70. **WORKSMOKOUT** At your workplace, is smoking in **outdoor** areas...? [RULES]

DO NOT READ

1	Always be allowed	GO TO WORKSMOKLESS
2	Be allowed only at some times or in some places	GO TO WORKSMOKLESS
3.	Never allowed	GO TO WORKSMOKLESS
7	Don't Know / Not Sure	GO TO WORKSMOKLESS
9	Refused	GO TO WORKSMOKLESS

[EDIT FOR VALID DATA ENTRY: 1, 2, 3, 7, 9]

71. **WORKSMOKLESS** At your workplace, is the use of chewing tobacco, snuff, dip, or snus...?"

DO NOT READ

1	Always be allowed	GO TO TOBCOMPWORK
2	Be allowed only at some times or in some places	GO TO TOBCOMPWORK
3.	Never allowed	GO TO TOBCOMPWORK
7	Don't Know / Not Sure	GO TO TOBCOMPWORK
9	Refused	GO TO TOBCOMPWORK

[EDIT FOR VALID DATA ENTRY: 1, 2, 3, 7, 9]

IF WORKSMOKIND OR WORKSMOKOUT OR WORKSMOKLESS = 1 OR 2

72. **TOBCOMPWORK** To your knowledge, during the past 30 days, that is, since [DATE FILL], has anyone, including yourself, used tobacco of any kind at your work when he or she was not supposed to?

DO NOT READ

1	Yes	GO TO WORKESDRULES
2	No	GO TO WORKESDRULES
7	Don't Know / Not Sure	GO TO WORKESDRULES
9	Refused	GO TO WORKESDRULES

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

IF WORKPLACE = OUTDOORS OR INDOORS

73. **WORKESDRULES** At your workplace, is the use electronic cigarettes or other electronic smoking devices...?

DO NOT READ

- | | | |
|----|---|-----------------------------------|
| 1 | Always be allowed | GO TO WORKINDOPN2 |
| 2 | Be allowed only at some times or in some places | GO TO WORKINDOPN2 |
| 3. | Never allowed | GO TO WORKINDOPN2 |
| 7 | Don't Know / Not Sure | GO TO WORKINDOPN2 |
| 9 | Refused | GO TO WORKINDOPN2 |

[EDIT FOR VALID DATA ENTRY: 1, 2, 3, 7, 9]

ASK ALL

74. **WORKINDOPN2** At workplaces, do you think smoking **indoors** should be...? [RULES]

DO NOT READ

- | | | |
|----|---|-----------------------------------|
| 1 | Always be allowed | GO TO WORKOUTOPN2 |
| 2 | Be allowed only at some times or in some places | GO TO WORKOUTOPN2 |
| 3. | Never allowed | GO TO WORKOUTOPN2 |
| 7 | Don't Know / Not Sure | GO TO WORKOUTOPN2 |
| 9 | Refused | GO TO WORKOUTOPN2 |

[EDIT FOR VALID DATA ENTRY: 1, 2, 3, 7, 9]

ASK ALL

75. **WORKOUTDOPN2** At workplaces, do you think smoking **outdoors** should be...?

DO NOT READ

- | | | |
|----|---|------------------------------------|
| 1 | Always be allowed | GO TO WORKESDDOPN2 |
| 2 | Be allowed only at some times or in some places | GO TO WORKESDDOPN2 |
| 3. | Never allowed | GO TO WORKESDDOPN2 |
| 7 | Don't Know / Not Sure | GO TO WORKESDDOPN2 |
| 9 | Refused | GO TO WORKESDDOPN2 |

[EDIT FOR VALID DATA ENTRY: 1, 2, 3, 7, 9]

ASK ALL

76. **WORKESDOPN2** At workplaces, do you think the use of electronic cigarettes should be...?

DO NOT READ

- | | | |
|----|---|---------------------------------|
| 1 | Always be allowed | GO TO SHSVEHPOL |
| 2 | Be allowed only at some times or in some places | GO TO SHSVEHPOL |
| 3. | Never allowed | GO TO SHSVEHPOL |
| 7 | Don't Know / Not Sure | GO TO SHSVEHPOL |
| 9 | Refused | GO TO SHSVEHPOL |

[EDIT FOR VALID DATA ENTRY: 1, 2, 3, 7, 9]

In Private Vehicles

ASK ALL

77. SHSVEHPOL Not counting motorcycles, in the vehicles that you or family members who live with you own or lease, is smoking...?

DO NOT READ

- | | | |
|----|---|-----------------------------------|
| 1 | Always be allowed | GO TO SHSOUTDROPN |
| 2 | Be allowed only at some times or in some places | GO TO SHSOUTDROPN |
| 3. | Never allowed | GO TO SHSOUTDROPN |
| 7 | Don't Know / Not Sure | GO TO SHSOUTDROPN |
| 9 | Refused | GO TO SHSOUTDROPN |

[EDIT FOR VALID DATA ENTRY: 1, 2, 3, 7, 9]

In Public Places

ASK ALL

78. SHSOUTDROPN Should smoking at parks...?

DO NOT READ

- | | | |
|----|---|----------------------------------|
| 1 | Always be allowed | GO TO SHSHARMOPN |
| 2 | Be allowed only at some times or in some places | GO TO SHSHARMOPN |
| 3. | Never allowed | GO TO SHSHARMOPN |
| 7 | Don't Know / Not Sure | GO TO SHSHARMOPN |
| 9 | Refused | GO TO SHSHARMOPN |

[EDIT FOR VALID DATA ENTRY: 1, 2, 3, 7, 9]

SECTION 10: GENERAL KNOWLEDGE AND ATTITUDES

ASK ALL

79. SHSHARMOPN Do you think that breathing smoke from other people's cigarettes or from other tobacco products is...?

DO NOT READ

- | | | |
|----|------------------------------------|--------------------------------|
| 1 | Very harmful to one's health | GO TO MARITAL2 |
| 2 | Somewhat harmful to one's health | GO TO MARITAL2 |
| 3. | Not at all harmful to one's health | GO TO MARITAL2 |
| 7 | Don't Know / Not Sure | GO TO MARITAL2 |
| 9 | Refused | GO TO MARITAL2 |

[EDIT FOR VALID DATA ENTRY: 1, 2, 3, 7, 9]

SECTION 11: DEMOGRAPHIC ITEMS

ASK ALL

80. MARITAL2 Are you **now...**?

READ

1	Married	GO TO HISPANIC
2	Living with a partner	GO TO HISPANIC
3.	Divorced	GO TO HISPANIC
4.	Widowed	GO TO HISPANIC
5.	Separated	GO TO HISPANIC
6.	Single (see note)	GO TO HISPANIC
7	Don't Know / Not Sure	GO TO HISPANIC
9	Refused	GO TO HISPANIC

[EDIT FOR VALID DATA ENTRY: 1-7, 9]

NOTE – IF RESPONDENT ANSWERS “SINGLE,” PLEASE VERIFY THAT S/HE WAS NEVER MARRIED. IF RESPONDENT IS UNSURE BETWEEN “LIVING WITH A PARTNER” AND ANY OTHER RESPONSE CATEGORY, CODE AS “LIVING WITH A PARTNER.”

ASK ALL

81. HISPANIC Are you Hispanic or Latino?

DO NOT READ

1	Yes	GO TO RACEMULTI_1-RACEMULTI_6
2	No	GO TO RACEMULTI_1-RACEMULTI_6
7	Don't Know / Not Sure	GO TO RACEMULTI_1-RACEMULTI_6
9	Refused	GO TO RACEMULTI_1-RACEMULTI_6

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK ALL

82. RACEMULTI_1-RACEMULTI_6 I'm going to read a list of racial categories. Which **one or more** of the following do you consider yourself to be?

READ

RACEMULTI_1	White	1. Yes	2. No	7. Don't Know/Not Sure	9. Refused
RACEMULTI_2	Black or African American	1. Yes	2. No	7. Don't Know/Not Sure	9. Refused
RACEMULTI_3	Asian	1. Yes	2. No	7. Don't Know/Not Sure	9. Refused
RACEMULTI_4	Native Hawaiian or OPI	1. Yes	2. No	7. Don't Know/Not Sure	9. Refused
RACEMULTI_5	American Indian or AN	1. Yes	2. No	7. Don't Know/Not Sure	9. Refused
RACEMULTI_6	Some other racial category	1. Yes	2. No	7. Don't Know/Not Sure	9. Refused
RACEMULTI_OTH		SPECIFY			

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9, Specify]

ASK ALL

83. **EDUCA2** What is the highest level of school you have completed or the highest degree you have received?

READ ONLY IF NECESSARY

- | | | |
|-----|--|-----------|
| 1. | 5 th Grade or less | GO TO AGE |
| 2. | 6 th Grade | GO TO AGE |
| 3. | 7 th Grade | GO TO AGE |
| 4. | 8 th Grade | GO TO AGE |
| 5. | 9 th Grade | GO TO AGE |
| 6. | 10 th Grade | GO TO AGE |
| 7. | 11 th Grade | GO TO AGE |
| 8. | 12 th Grade, no diploma | GO TO AGE |
| 9. | GED or equivalent | GO TO AGE |
| 10. | High school diploma | GO TO AGE |
| 11. | Some college, no degree | GO TO AGE |
| 12. | Certificate, Diploma, or associate degree:
Occupational, technical, or vocational prgm. | GO TO AGE |
| 13. | Associate degree – academic program | GO TO AGE |
| 14. | Bachelor’s degree | GO TO AGE |
| 15. | Master’s Degree | GO TO AGE |
| 16. | Professional School Degree
(Ex. MD, DDS, DVM, LLB, JD, etc.) | GO TO AGE |
| 17. | Doctoral degree (Ex. PHD, EDD) | |
| 77. | Don’t Know / Not Sure | GO TO AGE |
| 99. | Refused | GO TO AGE |

[EDIT FOR VALID DATA ENTRY: 1-17, 77, 99]

ASK ALL

84. **AGE** What is your age?

DO NOT READ

- | | | |
|-----|-----------------------|---|
| ___ | Age in years | IF 18-90 GO TO GENDER, ELSE GO TO AGE_CHK |
| 777 | Don’t Know / Not Sure | GO TO GENDER |
| 999 | Refused | GO TO GENDER |

[EDIT FOR VALID DATA ENTRY: 18-130, 777, 999]

AGE VERIFICATION IF AGE = 91-130

84A. **AGE_CHK** Let me check what I have entered. I recorded that you are [FILL WITH AGE RESPONSE]. Did I get that right?

DO NOT READ

- | | | |
|----|-----|----------------|
| 1. | Yes | GO TO GENDER |
| 2. | No | GO BACK TO AGE |

[EDIT FOR VALID DATA ENTRY: 1, 2]

ASK AS NECESSARY – BUT RECORD RESPONSE FOR ALL

85. **GENDER** Are you male or female?

DO NOT READ UNLESS NECESSARY

-
- 1 Male GO TO CHILDL17
 - 2 Female GO TO CHILDL17
 - 3. Other (Specify) GO TO GENDER_OTH
 - 7 Don't Know / Not Sure GO TO CHILDL17
 - 9 Refused GO TO CHILDL17

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

85A. **GENDER_OTH**

_____ GO TO CHILDL17

ASK ALL

86. **CHILDL17** How many children aged 17 or younger live in your household 6 months or more of the year?

DO NOT READ

-
- _____ IF 1-30 GO TO RENTHOM1, ELSE GO TO CHILDL17_CHK
 - 88. None GO TO RENTHOM1
 - 99. Refused GO TO RENTHOM1

[EDIT FOR VALID DATA ENTRY: 1-30, 88, 99]

86A. **CHILDL17_CHK**. Let me check what I have entered. I recorded that [FILL IN NUMBER OF CHILDREN FROM CHILDL17] aged 17 or younger live in your household 6 months or more of the year. Did I get that right?

DO NOT READ

-
- 1. Yes GO TO RENTHOM1
 - 2. No GO BACK TO CHILDL17

[EDIT FOR VALID DATA ENTRY: 1, 2]

ASK ALL

87. **RENTHOM1** Do you own or rent your home?

DO NOT READ

-
- 1. Rent GO TO COUNTYFIPS
 - 2. Own GO TO COUNTYFIPS
 - 3. Other GO TO COUNTYFIPS
 - 7. Don't Know/Not Sure GO TO COUNTYFIPS
 - 9. Refused GO TO COUNTYFIPS

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK ALL

88. **COUNTYFIPS** What "County" do you live in? – READ BACK RESPONSE TO CONFIRM!!

[EDIT FOR VALID Maryland County and Baltimore City FIPS Code

ASK ALL

89. **ZIPCODE** What is the zip code where you live?

[EDIT FOR VALID Maryland Zip Codes

SECTION 13: EXISTING CHRONIC CONDITIONS AND DISEASES

BMI Indicator

ASK ALL

90. **WEIGHT2** About how much do you weigh with your shoes on?

DO NOT READ

- | | | |
|-------|---------------------|-------------------------------|
| _____ | | GO TO HEIGHT2 |
| 888. | Don't Know/Not Sure | GO TO HEIGHT2 |
| 999. | Refused | GO TO HEIGHT2 |

ASK ALL

91. **HEIGHT2** About how tall are you without shoes?

DO NOT READ

- | | | |
|-------|---------|-----------------------------------|
| _____ | | GO TO HEARTATTACK |
| 88. | None | GO TO HEARTATTACK |
| 99. | Refused | GO TO HEARTATTACK |

Heart Disease and Stroke

ASK ALL

92. **HEARTATTACK** Have you ever been told by a doctor or other health professional that you had a heart attack, also called a myocardial infarction?

DO NOT READ

- | | | |
|---|-----------------------|------------------------------|
| 1 | Yes | GO TO ANGINA |
| 2 | No | GO TO ANGINA |
| 7 | Don't Know / Not Sure | GO TO ANGINA |
| 9 | Refused | GO TO ANGINA |

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK ALL

93. **ANGINA** Have you ever been told by a doctor or other health professional that you had angina or coronary heart disease?

DO NOT READ

- | | | |
|---|-----------------------|--------------|
| 1 | Yes | GO TO STROKE |
| 2 | No | GO TO STROKE |
| 7 | Don't Know / Not Sure | GO TO STROKE |
| 9 | Refused | GO TO STROKE |

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK ALL

94. **STROKE** Have you ever been told by a doctor or other health professional that you had a stroke?

DO NOT READ

- | | | |
|---|-----------------------|----------------|
| 1 | Yes | GO TO DIABETES |
| 2 | No | GO TO DIABETES |
| 7 | Don't Know / Not Sure | GO TO DIABETES |
| 9 | Refused | GO TO DIABETES |

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

Diabetes

ASK ALL

95. **DIABETES** Have you ever been told by a doctor or other health professional that you had diabetes?

DO NOT READ

- | | | |
|---|-----------------------|--|
| 1 | Yes | IF GENDER = FEMALE GO TO DIABETES2, ELSE GO TO DIABETES3 |
| 2 | No | GO TO PREDIABETES |
| 7 | Don't Know / Not Sure | GO TO PREDIABETES |
| 9 | Refused | GO TO PREDIABETES |

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

IF DIABETES = YES AND RESPONDENT = FEMALE

96. **DIABETES2** Was this only when you were pregnant?

DO NOT READ

- | | | |
|---|-----------------------|-----------------|
| 1 | Yes | GO TO DIABETES3 |
| 2 | No | GO TO DIABETES3 |
| 7 | Don't Know / Not Sure | GO TO DIABETES3 |
| 9 | Refused | GO TO DIABETES3 |

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

IF DIABETES = YES

97. DIABETES3 How old were you when you were told you have diabetes?

DO NOT READ

___	Age in Years	GO TO DIABETES4
7	Don't Know / Not Sure	GO TO DIABETES4
9	Refused	GO TO DIABETES4

[EDIT FOR VALID DATA ENTRY: 1, 7, 9]

IF DIABETES = YES

98. DIABETES4 Have you ever taken a course or class in how to manage diabetes yourself?

DO NOT READ

1	Yes	GO TO DIABPILLS
2	No	GO TO DIABPILLS
7	Don't Know / Not Sure	GO TO DIABPILLS
9	Refused	GO TO DIABPILLS

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK IF DIABETES = NO

99. PREDIABETES Have you ever been told by a doctor or other health professional that you have any of the following: prediabetes, impaired fasting glucose, impaired glucose tolerance, borderline diabetes, or high blood sugar?

DO NOT READ

1	Yes	GO TO RESPDISEASE
2	No	GO TO RESPDISEASE
7	Don't Know / Not Sure	GO TO RESPDISEASE
9	Refused	GO TO RESPDISEASE

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK IF DIABETES = YES OR PREDIABETES = YES

100. DIABPILLS Are you now taking diabetic pills to lower your blood sugar? These are sometimes called oral agents or oral hypoglycemic agents.

DO NOT READ

1	Yes	GO TO RESPDISEASE
2	No	GO TO RESPDISEASE
7	Don't Know / Not Sure	GO TO RESPDISEASE
9	Refused	GO TO RESPDISEASE

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

Respiratory Diseases

ASK ALL

101. RESPDISEASE Have you ever been told by a doctor or other health professional that you had (COPD) chronic obstructive pulmonary disease, emphysema or chronic bronchitis?

DO NOT READ

- | | | |
|---|-----------------------|--------------|
| 1 | Yes | GO TO ASTHMA |
| 2 | No | GO TO ASTHMA |
| 7 | Don't Know / Not Sure | GO TO ASTHMA |
| 9 | Refused | GO TO ASTHMA |

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK ALL

102. ASTHMA Have you ever been told by a doctor or other health professional that you have asthma?

DO NOT READ

- | | | |
|---|-----------------------|-------------------|
| 1 | Yes | GO TO ASTHMASTILL |
| 2 | No | GO TO HYPERTEN |
| 7 | Don't Know / Not Sure | GO TO HYPERTEN |
| 9 | Refused | GO TO HYPERTEN |

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

IF ASTHMA = YES

103. ASTHMASTILL Do you still have asthma?

DO NOT READ

- | | | |
|---|-----------------------|----------------|
| 1 | Yes | GO TO HYPERTEN |
| 2 | No | GO TO HYPERTEN |
| 7 | Don't Know / Not Sure | GO TO HYPERTEN |
| 9 | Refused | GO TO HYPERTEN |

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

High Blood Pressure

ASK ALL

104. HYPERTEN Have you ever been told by a doctor or other health professional that you have high blood pressure, or hypertension?

DO NOT READ

- | | | |
|---|-----------------------|-----------------|
| 1 | Yes | GO TO HYPERTEN2 |
| 2 | No | GO TO BPHOME |
| 7 | Don't Know / Not Sure | GO TO BPHOME |
| 9 | Refused | GO TO BPHOME |

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

IF HYPERTEN = YES AND RESPONDENT = FEMALE

105. HYPERTEN2 Was this only when you were pregnant?

DO NOT READ

1	Yes	GO TO HYPERTEN3
2	No	GO TO BPHOME
7	Don't Know / Not Sure	GO TO BPHOME
9	Refused	GO TO BPHOME

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK IF HYPERTEN = YES

106. HYPERTEN3 Were you told on two or more different visits by a doctor or other health professional that you had high blood pressure?

DO NOT READ

1	Yes	GO TO HYPERTEN4
2	No	GO TO HYPERTEN4
7	Don't Know / Not Sure	GO TO HYPERTEN4
9	Refused	GO TO HYPERTEN4

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

IF HYPERTEN = YES

107. HYPERTEN4 Has a doctor or other health professional ever advised you to take medication to help lower or control your high blood pressure?

DO NOT READ

1	Yes	GO TO HYPERTEN5
2	No	GO TO HYPERTEN5
7	Don't Know / Not Sure	GO TO HYPERTEN5
9	Refused	GO TO HYPERTEN5

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK IF HYPERTEN4 = YES

108. HYPERTEN5 Are you currently taking medicine for you high blood pressure?

DO NOT READ

1	Yes	GO TO BPHOME
2	No	GO TO BPHOME
7	Don't Know / Not Sure	GO TO BPHOME
9	Refused	GO TO BPHOME

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK ALL

109. BPHOME Did you take your blood pressure at home during the last 12 months?

DO NOT READ

1	Yes	GO TO DRBPHOME
2	No	GO TO INCOME2
7	Don't Know / Not Sure	GO TO INCOME2
9	Refused	GO TO INCOME2

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

ASK IF BPHOME = YES

110. DRBPHOME Did a doctor or other health professional tell you to take your blood pressure at home during the last 12 months?

DO NOT READ

- | | | |
|---|-----------------------|---------------|
| 1 | Yes | GO TO INCOME2 |
| 2 | No | GO TO INCOME2 |
| 7 | Don't Know / Not Sure | GO TO INCOME2 |
| 9 | Refused | GO TO INCOME2 |

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

SECTION 14: ADDITIONAL SOCIODEMOGRAPHIC QUESTIONS

ASK ALL

111. INCOME2 Is your annual household income from all sources...?

DO NOT READ

- | | | |
|-----|---------------------|------------------------------------|
| 4. | Less than \$50,000 | IF "NO" ASK #5, IF "YES" ASK #3 |
| 3. | Less than \$40,000 | IF "NO", CODE #4, IF "YES" ASK #2 |
| 2. | Less than \$30,000 | IF "NO", CODE #3, IF "YES" ASK #1 |
| 1. | Less than \$20,000 | IF "NO", CODE #2, IF "YES" CODE #1 |
| 5. | Less than \$70,000 | IF "NO", ASK #6, IF "YES" CODE #5 |
| 6. | Less than \$100,000 | IF "NO", ASK #7, IF "YES" CODE #6 |
| 7. | Less than \$150,000 | IF "NO", CODE #8, IF "YES" CODE #7 |
| 8. | \$150,000 or more | |
| 77. | Don't Know/Not Sure | |
| 99. | Refused | |

[EDIT FOR VALID DATA ENTRY: 1-8, 77, 99]

ASK ALL

112. Do you consider yourself to be...? [SEXUAL ORIENTATION]

DO NOT READ

- | | | |
|-----|--------------------------|---------------|
| 1 | Heterosexual or straight | GO TO WRAP-UP |
| 2 | Gay or lesbian | GO TO WRAP-UP |
| 3. | Bisexual | GO TO WRAP-UP |
| 4. | Transgendered | GO TO WRAP-UP |
| 96. | Other (Specify) | GO TO WRAP-UP |
| 77 | Don't Know / Not Sure | GO TO WRAP-UP |
| 99 | Refused | GO TO WRAP-UP |

[EDIT FOR VALID DATA ENTRY: 1, 2, 7, 9]

WRAP-UP

/READ TO ALL/

That's my last question. Everyone's answers will be combined to give us information about tobacco in the U.S. The information you have provided will be used to help improve the health of people all across the US. Thank you very much for your time and cooperation.

ATTACHMENT Q – GUIDANCE ON SURVEY INTERVIEWING STAFFING

Example Interviewing Period – 6 Weeks Per Released Monthly Sample. The Contractor shall plan on an interviewing period of six weeks for each released sample (6 weeks from the first call to a number in the released sample).

Front-Loading – Scheduled Target Completion Rates Per Released Monthly Sample. The Contractor shall plan to achieve approximately 50% of the target number of completed interviews for each released sample during the first quarter (1.5 weeks) of the interviewing period on a released sample. The Contractor shall plan to achieve 75% of the targeted number of completed interviews for each released sample during the first half (3.0 weeks) of the interviewing period.

Front-loading the calling effort in this way ensures enough time to call each number up to 15 times and to wait a week or more (extremely important) after a refusal before attempting a refusal conversion.

Interviewing Hours Needed per Released Sample: Over the course of an entire interviewing period, a reasonable completion rate per interviewer is one complete for every time period equal to about three times the time needed to complete an interview. For example, if it takes an average of 20 minutes to complete an interview, then an interviewer should complete an interview about every 60 minutes. The mean time to complete should be shorter earlier in the interviewing period and increase toward the end of the interviewing period.

Formula: Target # Completes x Avg. Time to Complete Each Survey x 3) divided by 60

Scheduling Interviewing Hours: Utilizing the front-loading requirements established above, the Contractor shall for each released sample complete 50% of the targeted number of completes during the first quarter of the 6 week interviewing period, a total of 75% during the first half of the interviewing period, and all by the end of the interviewing period.

Example: **Interviewing Hours Needed for Each Released Sample**

Target for released sample = 1,700 completes
 Average time per completed interview = 20 minutes
6 week interviewing period
 Hours per Sample = 1,700 (1,700 x 20 x 3) / 60

Scheduling Interviewing Hours

50% of released sample =	0 – 1.5 weeks	850 hours (50% x 1,700)
75% of released sample =	1.5 – 3.0 weeks	425 hours (75% x 1,700) – 850
100 % of released sample =	3.0 – 6.0 weeks	425 hours 1,700-850-425

Full-Time Equivalents

Week 0 to week 1.5	850 hours divided by 40 =	21.25 FTE's
Week 1.5 to week 3.0	425 hours divided by 40 =	10.625 FTE's
Week 3.0 to week 6.0	425 hours divided by 40 =	10.625 FTE's

Building upon the foregoing example, the Contractor will also need to consider the fact that new samples will be released each month (every four weeks in example). In the example below a survey with just three released sample periods, but with the same target sample size per release illustrates:

½ WEEK	RELEASE 1 HOURS		RELEASE 2 HOURS		RELEASE 3 HOURS		WEEK HOUR TOTALS	WEEK	FTE's									
0.0 – 0.5	283.3	850						1	14.2									
0.5 – 1.0	283.3																	
1.0 – 1.5	283.3																	
1.5 – 2.0	141.7	425																
2.0 – 2.5	141.7																	
2.5 – 3.0	141.7																	
3.0 – 3.5	70.8	425													4	3.5		
3.5 – 4.0	70.8																	
4.0 – 4.5	70.8																283.3	850
4.5 – 5.0	70.8																283.3	
5.0 – 5.5	70.8																283.3	
5.5 – 6.0	70.8																141.7	425
6.0 – 6.5		141.7																
6.5 – 7.0		141.7																
7.0 – 7.5		70.8	425															
7.5 – 8.0		70.8																
8.0 – 8.5		70.8		283.3	850													
8.5 – 9.0		70.8		283.3														
9.0 – 9.5		70.8		283.3														
9.5 – 10.0		70.8		141.7	425													
10.0 – 10.5			141.7															
10.5 – 11.0			141.7	425														
11.0 – 11.5			70.8															
11.5 – 12.0			70.8															
12.0 – 12.5			70.8															
12.5 – 13.0			70.8															
13.0 – 13.5			70.8															
13.5 – 14.0							14	1.8										

Source: Centers for Disease Control and Prevention, Data Analysis and Survey Support Team, Epidemiology Branch, Office on Smoking and Health, *“Initial Guidelines for Conducting General Population State Adult Tobacco Telephone Surveys,”* November 17, 2011.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Interviewing Period

The Department anticipates that sample phone numbers will be released to the Contractor monthly. The interviewing period for all numbers within a single released sample is 6 weeks, commencing on the date of the first call to the first number in that sample.

Calling Occasions

Each day segment is a separate calling occasion. In particular, the Saturday and Sunday of a weekend constitute two separate calling occasions.

Day Segments

Weekday Call	A weekday call is a call between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.
Weeknight Call	A weeknight call is a call between the hours of 5:00 p.m. and 9:00 p.m., Monday through Friday.
Weekend Call	A weekend call is a call between the hours of 8:00 a.m. and 9:00 p.m., Saturday or Sunday.

General Calling Rules for Landline Numbers

Final disposition codes should be assigned to landline telephone numbers which have not already received a final disposition code only after:

- a). At least 5 calling occasions (each consisting of no more than 3 attempts at least one hour apart) for a minimum of 15 call attempts during the 6 week interviewing period for that number; and
- b). The 15 or more call attempts consist of at least 3 weekday calls, 3 weeknight calls, and 3 weekend calls during the 6 week interviewing period for that number.
- c). An irate respondent, whether or not the selected respondent, is cause for entry of an appropriate final disposition code and the number should not be called again.

General Calling Rules for Cell Phone Numbers

Final disposition codes should be assigned to cell phone numbers which have not already received a final disposition code only after:

- a). At least 3 calling occasions (each consisting of no more than 2 attempts at least one hour apart) for a minimum of total of 5 call attempts during the 6 week interviewing period for that number ; and
- b). The 5 or more call attempts consist of at least 1 weekday call, 1 weeknight call, and 1 weekend call during the 6 week interviewing period for that number.
- c). An irate respondent, whether or not the selected respondent, is cause for entry of an appropriate final disposition code and the number should not be called again.

FINAL DISPOSITION CODES

INTERVIEW

110 COMPLETE

Definition: Selected respondent meets the criteria for a partial complete and has completed the interview through the last question.

Calling Rules: Give final disposition upon completion of the interview.

120 PARTIAL COMPLETE

Definition: Gender and three or more questions from among age, multiple race, Hispanic origin, marital status, education, employment status, and (landline only) “Do you have more than one telephone number in your household?” have been answered with a response other than Don’t Know/Not Sure (7, 77 or 777) or Refused (9, 99, or 999).

Calling Rules: Make a second attempt to fully complete the interview after first refusal or termination. Give final disposition if second attempt to fully complete the interview is unsuccessful. Give final disposition on the last call attempt (at least 15 for landline, 5 for cell) even if there is only one occurrence of a refusal or termination. **Note – A partial complete counts as a completed interview.**

NON-INTERVIEW, HOUSEHOLD WITH ELIGIBLE RESPONDENT

210 TERMINATION WITHIN QUESTIONNAIRE

Definition: A hang-up or termination after the first question in the core has been asked and it or a subsequent question has received a response other than Don’t Know/Not Sure (7, 77, or 777) or Refused (9, 99, or 999). The selected respondent has not answered enough questions for the interview to qualify as a “120” Partial Complete.

Calling Rules: Give final disposition after second refusal or termination **or when a first-time refusal or termination will not be called a second time because of an irate respondent.** Give final disposition on the last call attempt (at least 15 for landline, 5 for cell) even if there is only one occurrence of a refusal or termination.

220 REFUSAL AFTER RESPONDENT SELECTION

Definition: A hang-up or termination after respondent selection but before respondent has given a response other than Don’t Know/Not Sure (7, 77, or 777) or Refused (9, 99, or 999) to one or more questions in the core. For a landline, the refusals can come from any adult in the household and the initial refusal could have come before respondent selection. An automated message not to call the number again does not count as a refusal; instead, the call attempt should receive an answering machine or technological barrier interim code.

Calling Rules: Give final disposition after the second refusal **or when a first-time refusal will not be called a second time because of an irate respondent.** On the last call attempt (at least 15 for landline, 5 for cell), give final disposition even if there is only one occurrence of a refusal.

230 SELECTED RESPONDENT NEVER REACHED OR REACHED BUT DID NOT BEGIN INTERVIEW DURING INTERVIEWING PERIOD

Definition: Selected respondent never reached or was reached but did not begin interview during interviewing period.

Calling Rules: Give final disposition on the last call attempt (at least 15 for landline, 5 for cell).

240 SELECTED RESPONDENT AWAY FROM RESIDENCE DURING THE ENTIRE INTERVIEWING PERIOD

Definition: Selected respondent is expected to be away from residence during the entire interviewing period, for example, because of travel or a hospital stay.

Calling Rules: Give final disposition when informed of the absence.

250 LANGUAGE PROBLEM AFTER RESPONDENT SELECTION

Definition: After respondent selection, the selected or another respondent does not speak English well enough to be interviewed.

Calling Rules: Give final disposition (1) the first time a selected respondent is contacted or is described by someone else as not speaking English or (2) the second time a respondent who does not speak English well enough to answer the screening questions is contacted. If the first occurrence is on the last call attempt (at least 15 for landline, 5 for cell), give final disposition.

260 SELECTED RESPONDENT PHYSICALLY OR MENTALLY UNABLE TO COMPLETE AN INTERVIEW DURING THE ENTIRE INTERVIEWING PERIOD

Definition: After respondent selection, the selected or another respondent has a physical or mental condition that prevents the completion of an interview and that condition is expected to last through the entire interviewing period. This includes a temporary condition, such as bereavement, that will last beyond the interviewing period. (For conditions not expected to last through the entire interviewing period, schedule an appointment and keep trying.)

Calling Rules: Give final disposition (1) the first time a selected respondent is contacted or is described by someone else as physically or mentally unable to complete an interview during the entire interviewing period or (2) the second time a respondent who is physically or mentally impaired is contacted. If the first occurrence is on the last call attempt (at least 15 for landline, 5 for cell), give final disposition.

270 HANG UP OR TERMINATION AFTER NUMBER OF ADULTS RECORDED BUT BEFORE RESPONDENT SELECTION – LANDLINE ONLY

Definition: Respondent hangs up or terminates call attempt after answering the number of adults question but before answering the number of men and number of women questions. This differs from Code 280 in that the respondent explicitly refuses.

Calling Rules: Give final disposition after second hang-up or termination **or when** a first-time hang-up or termination **will not be called back because of an irate respondent.** If the first occurrence is on the 15th or subsequent call attempt, give final disposition.

**280 HOUSEHOLD CONTACT AFTER NUMBER OF ADULTS
RECORDED BUT BEFORE RESPONDENT SELECTION – LANDLINE ONLY**

Definition: Respondent answered the number of adults question and asked to be call again later one or more times but the number of men and number of women were never determined. On the surface, this is a postponement that was never re-started but may be an implicit refusal. This differs from Code 270 in that the respondent never explicitly refuses.

Calling Rules: Give the final disposition only after (a) at least 5 calling occasions (each consisting of no more than 3 attempts at least one hour apart) for a minimum of 15 call attempts, and (b) the 15 or more call attempts consist of at least 3 weekday calls, 3 weeknight calls, and 3 weekend calls.

**NON-INTERVIEW,
ELIGIBILITY UNDETERMINED**

**305 HOUSEHOLD MEMBERS AWAY FROM RESIDENCE
DURING ENTIRE INTERVIEWING PERIOD – LANDLINE ONLY**

Definition: A house sitter, house cleaner, or other non-member of a household states that all household members will be away from the residence during the entire interviewing period.

Calling Rules: Give final disposition when informed.

**310 HANG-UP OR TERMINATION, HOUSING UNIT
UNKNOWN IF ELIGIBLE RESPONDENT – LANDLINE ONLY**

Definition: A respondent hangs-up or terminates a call attempt before answering the number of adults' question. This differs from Code 315 in that the respondent explicitly refuses.

Calling Rules: Give final disposition after second hang-up or termination or when a first-time hang-up or termination will not be called a second time because of an irate respondent. If the first occurrence is on the 15th or subsequent call attempt, give final disposition.

**315 HOUSEHOLD CONTACT,
ELIGIBILITY UNDETERMINED – LANDLINE ONLY**

Definition: A respondent verified that the telephone number reaches a private residence and asked to be called again later one or more times but the number of adults in the household was never determined. On the surface, this is a postponement that was never re-started but may be an implicit refusal. This differs from Code 310 in that the respondent never explicitly refuses.

Calling Rules: Give final disposition only after (a) at least 5 calling occasions (each consisting of no more than 3 attempts at least 1 hour apart) for a minimum total of 15 call attempts, and (b) the 15 or more call attempts consist of at least 3 weekday calls, 3 weeknight calls, and 3 weekend calls.

**317 CELL PHONE CONTACT,
ELIGIBILITY UNDETERMINED – CELL PHONE ONLY**

Definition: A respondent verified the telephone reaches a cellular phone and asked to be called again later one or more times before answering the adult question. On the surface, this is a postponement that was never re-started but may be an implicit refusal. This differs from Code 310 in that the respondent never explicitly refuses.

Calling Rules: Give final disposition only after (a) at least 3 calling occasions (each consisting of no more than 2 attempts at least one hour apart) for a minimum of 5 call attempts, and (b) the 5 or more call attempts consist of at least 1 weekday call, 1 weeknight call, and 1 weekend call.

319 CONTACT, ELIGIBILITY UNDETERMINED – CELL PHONE ONLY

Definition: A respondent verified the telephone number and asked to be called again later one or more times before answering the cell phone question. On the surface, this is a postponement that was never re-started but may be an implicit refusal. This differs from Code 317 in that the respondent never explicitly refuses.

Calling Rules: Give final disposition only after (a) at least 3 calling occasions (each consisting of no more than 2 attempts at least one hour apart) for a minimum of 5 call attempts, and (b) the 5 or more call attempts consist of at least 1 weekday call, 1 weeknight call, and 1 weekend call.

**320 LANGUAGE PROBLEM BEFORE RESPONDENT
SELECTION (LANDLINE) OR DETERMINATION OF ELIGIBILITY (CELL PHONE)**

Definition: A respondent who does not speak English well enough to answer the screening questions answers the telephone twice before respondent selection or determination of eligibility. Give final disposition even if other respondents who do not present a language problem have answered the telephone.

Calling Rules: Give final disposition after second contact with a respondent who does not speak English well enough to answer the screening questions. If the first occurrence is on the last call attempt (at least 15 for landline, 5 for cell), give final disposition.

**325 PHYSICAL OR MENTAL IMPAIRMENT BEFORE RESPONDENT
SELECTION (LANDLINE) OR DETERMINATION OF ELIGIBILITY (CELL PHONE)**

Definition: A respondent whose physical or mental impairment prevents him or her from completing the screening questions answers the phone twice before respondent selection. Give final disposition even if other respondents without a physical or mental impairment have answered the telephone.

Calling Rules: Give final disposition after the second contact with a physically or mentally impaired respondent. If the first occurrence is on the last call attempt (at least 15 for landline, 5 for cell), give final disposition.

**330 HANG-UP OR TERMINATION,
UNKNOWN IF PRIVATE RESIDENCE – LANDLINE ONLY**

Definition: A respondent hangs-up or terminates a call attempt before confirming that the telephone number rings to a private residence.

Calling Rules: Give final disposition after second hang-up or termination or when a first-time hang-up or termination will not be called a second time because of an irate respondent. If the first occurrence is on the 15th or subsequent call attempt, give final disposition.

332 CONTACT, UNKNOWN IF PRIVATE RESIDENCE – LANDLINE ONLY

Definition: A respondent did not verify that the telephone number reaches a private residence but asked to be called again later one or more times. On the surface, this is a postponement that was never re-started but may be an implicit refusal. This differs from Code 330 in that the respondent never explicitly refuses.

Calling Rules: Give final disposition only after (a) at least 5 calling occasions (each consisting of no more than 3 attempts at least one hour apart) for a minimum of 15 call attempts, and (b) the 15 or more call attempts consist of at least 3 weekday calls, 3 weeknight calls, and 3 weekend calls.

**335 TELEPHONE ANSWERING DEVICE,
MESSAGE CONFIRMS PRIVATE RESIDENCE STATUS – LANDLINE ONLY**

Definition: One or more call attempts reached an answering machine but no person was ever spoken to. The message confirms that the telephone number reaches a private residence by using the words, “home,” “house,” “family,” “residence” or a family name.

Calling Rules: Give final disposition only after (a) at least 5 calling occasions (each consisting of no more than 3 attempts at least one hour apart) for a minimum total of 15 call attempts, and (b) the 15 or more call attempts consist of at least 3 weekday calls, 3 weeknight calls, and 3 weekend calls.

**340 TELECOMMUNICATION TECHNOLOGICAL BARRIER,
MESSAGE CONFIRMS PRIVATE RESIDENCE STATUS – LANDLINE ONLY**

Definition: One or more call attempts reached a call blocking message, a message asking the caller to identify himself or herself, or other automated message, but no person was ever spoken to. The message confirms that the telephone number reaches a private residence by using the words, “home,” “house,” “family,” “residence,” or a family name.

Calling Rules: Give final disposition only after (a) at least 5 calling occasions (each consisting of no more than 3 attempts at least one hour apart) for a minimum total of 15 call attempts, and (b) the 15 or more call attempts consist of at least 3 weekday calls, 3 weeknight calls, and 3 weekend calls.

**345 TELEPHONE ANSWERING DEVICE,
NOT SURE IF PRIVATE RESIDENCE – LANDLINE ONLY**

Definition: One or more call attempts reached an answering machine but no person was ever spoken to. The message leaves open the possibility that the telephone number is reaching a private residence but it does not explicitly state so.

Calling Rules: Give final disposition only after (a) at least 5 calling occasions (each consisting of no more than 3 attempts at least one hour apart) for a minimum total of 15 call attempts, and (b) the 15 or more call attempts consist of at least 3 weekday calls, 3 weeknight calls, and 3 weekend calls.

**350 TELECOMMUNICATION TECHNOLOGICAL BARRIER,
NOT SURE IF PRIVATE RESIDENCE – LANDLINE ONLY**

Definition: One or more call attempts reached a call blocking message, a message asking the caller to identify himself or herself, or other automated response, but no person was ever spoken to. There

is no message or a message leaves open the possibility that the telephone number is reaching a private residence but it does not explicitly state so.

Calling Rules: Give final disposition only after (a) at least 5 calling occasions (each consisting of no more than 3 attempts at least one hour apart) for a minimum total of 15 call attempts, and (b) the 15 or more call attempts consist of at least 3 weekday calls, 3 weeknight calls, and 3 weekend calls.

355 TELEPHONE NUMBER HAS CHANGED STATUS FROM HOUSEHOLD OR POSSIBLE HOUSEHOLD TO NON-WORKING NUMBER DURING THE INTERVIEWING PERIOD – LANDLINE ONLY

Definition: On the second or subsequent call attempt, a telephone number is responding with a message indicating that the telephone number called is a non-working number or has been changed and there is at least one previous interim disposition of 505, 510, 515, 520, 525, 530, 535, or 540. (If a “number changed” recording is encountered for the first time that a telephone number is called, that number should receive a final disposition Code of 450 Non-working/disconnected number.)

Calling Rules: Give final disposition when notified.

360 NO ANSWER

Definition: Among telephone numbers which no person or device ever answered, half or more of the call attempts resulted in a normal telephone ring that no one answered.

Calling Rules: Give final disposition only after last call attempt (at least 15 for landline, 5 for cell).

365 BUSY

Definition: Among telephone numbers which no person or device ever answered, more than half of the call attempts resulted in a normal busy signal.

Calling Rules: Give final disposition only after last call attempt (at least 15 landline, 5 cell). If possible, contact the telephone company repair service to verify the number is in service.

371 A LISTED NUMBER WAS NEVER CALLED, ALTHOUGH IT SHOULD HAVE BEEN CALLED – LANDLINE ONLY

Definition: A telephone number from a released replicate which was coded in the sample record as a number to be called was never called during the survey period.

Calling Rules: Give final disposition during post-data collection processing.

372 A NOT-LISTED ONE PLUS BLOCK NUMBER WAS NEVER CALLED, ALTHOUGH IT SHOULD HAVE BEEN CALLED – LANDLINE ONLY

Definition: A telephone number from a released replicate which was coded in the sample record as a number to be called was never called during the survey period.

Calling Rules: Give final disposition during post-data collection processing.

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NOT ELIGIBLE

405 OUT-OF-STATE

Definition: The telephone number rings out-of-state.

Calling Rules: Give final disposition when informed. This code should take priority over other possible final disposition codes.

410 HOUSEHOLD, NO ELIGIBLE RESPONDENT – LANDLINE ONLY

Definition: No one 18 years of age or older uses the telephone. To be assigned when no one in the household is 18 years of age or older or the telephone number is used by a teen under the age of 18 and the parents do not use the phone.

Calling Rules: Give final disposition when informed.

415 CELL PHONE, NOT AN ADULT – CELL ONLY

Definition: The person who answered the cell phone is not 18 years of age or older. The code is to be assigned when the respondent indicates he or she is not 18 years of age or older.

Calling Rules: Give final disposition when informed.

420 NOT A PRIVATE RESIDENCE – LANDLINE ONLY

Definition: The person answering the phone or an answering machine identifies the telephone number as a business, an institution (government office, educational facility, dormitory, nursing home, hospital, prison), a group home (fraternity or sorority, half-way house, shelter), a timeshare or vacation home at which no one is living for 30 days or more at the time of contact, Efax service, a pager, a cellular phone, or a dedicated fax/data/modem line the s/he answered to identify as such.

Calling Rules: Give final disposition when informed.

421 DOES NOT LIVE IN A PRIVATE RESIDENCE – CELL ONLY

Definition: The person answering the phone indicates they do reside somewhere other than in a private residence. Institution (educational facility, dormitory, nursing home, hospital, prison) or a group home (fraternity or sorority, half-way house, shelter).

Calling Rules: Give final disposition when informed.

422 BUSINESS ONLY – CELL ONLY

Definition: The person answering the phone identifies the number as a cell phone used only for a business, an institution (government office, educational facility, dormitory, nursing home, hospital, prison), Efax service, a pager, a cellular phone, or a dedicated fax/data/modem line the s/he answered to identify as such.

Calling Rules: Give final disposition when informed.

425 LANDLINE TELEPHONE – CELL ONLY

Definition: The telephone rings to a landline phone or the person indicates that the number called is not a cell phone.

Calling Rules: Give final disposition when informed. This code should be assigned upon notification by the respondent that the conversation is taking place on a landline phone, if the sample is designated as cell phone only. This disposition will take priority over other possible final disposition codes.

**430 DEDICATED FAX/DATA/MODEM LINE,
WITH NO HUMAN CONTACT – LANDLINE ONLY**

Definition: A telephone number used only as a fax, data, or modem line.

Calling Rules: Give the final disposition only after (a) at least 2 calling occasions (each consisting of no more than 3 attempts at least one hour apart) for a minimum total of 6 call attempts with at least one interim disposition code of 560 (Fax/modem/data) and all other disposition codes are 550 (no answer), 555 (busy), 565 (fast busy), 570 (possible non-working number), or 575 (circuit busy). (Attempts receiving interim disposition codes of 580 (null attempt) or 585 (requires supervisor attention) should not count as call attempts for this purpose.

437 CELL PHONE WIL LANDLINE IN HOUSEHOLD – CELL ONLY

Definition: The respondent is speaking on a cell phone number dialed, but also receives calls on a landline telephone number at their residence.

Calling Rules: Give final disposition code when informed. This code should be assigned after the respondent indicates they have a landline phone on which they receive calls at home, if the sample is designated for cell phone only. This disposition takes priority over other possible disposition codes.

440 FAST BUSY

Definition: A telephone number with at least one interim disposition of 565 (Fast busy) and all other dispositions are 550 (No answer), 555 (Busy), 570 (Possible non-working number), or 575 (Circuit busy). (Attempts receiving interim disposition codes of 580 (Null attempt) or 585 (requires supervisor attention) should not count as call attempts for this purpose.)

Calling Rules: Give final disposition only after (a) at least 2 calling occasions (each consisting of no more than 3 attempts at least one hour apart) for a minimum total of 6 call attempts with at least one interim disposition code of 565 (fast busy) and all other disposition codes are 550 (no answer), 555 (busy), 570 (possible non-working number), or 575 (circuit busy). (Attempts receiving interim disposition codes of 580 (null attempt) or 585 (requires supervisor attention) should not count as call attempts for this purpose).

450 NON-WORKING NUMBER/DISCONNECTED NUMBER

Definition: Usually recognized by a tritone, a recording indicating that the telephone number is non-working, a number that consistently rings to an incorrect number, or a number that cannot be verified by a respondent. If a 450 is assigned on a second or subsequent attempt, the CATI system or a post-data collection program should check to see if there is at least one previous interim disposition of 505, 510, 515, 520, 525, 530, 535, or 540. If there is, then the record should receive a final disposition of 355 (telephone number has changed status from household or possible household to non-working during the interviewing period). If the current status of the telephone number is in doubt, give an interim disposition of 570 (possible non-working number) or call operator or repair service. After at least 15 call attempts, assign if all dispositions are 545 (phone temporarily out of service), 570 (possible non-working number), or 575 (circuit busy). (Attempts receiving interim

disposition codes of 580 (null attempt) or 585 (requires supervisor attention) should not count as call attempts for this purpose.

Calling Rules: Give final disposition when the above criteria are met. If 15 call attempts are required, give final disposition only after (a) at least 5 calling occasions (each consisting of no more than 3 attempts at least one hour apart) for a minimum of 15 call attempts, and (b) the 15 or more call attempts consist of at least 3 weekday calls, 3 weeknight calls, and 3 weekend calls.

INTERIM DISPOSITION CODES

505 REFUSAL: HANG-UP OR TERMINATION

Definition: Respondent hangs up or refuses to continue the interview at any time during the call attempt from immediately after pick-up to any time before answering the last survey question.

Calling Rules: Give interim disposition when this situation occurs. Schedule callback for as long as practical up to two weeks after initial refusal.

510 APPOINTMENT

Definition: Respondent asks for a callback at some other time or a child answers the phone and does not get an adult to speak to the interviewer.

Calling Rules: Schedule a callback at an appropriate time.

515 LANGUAGE PROBLEM

Definition: A respondent other than one known to be the selected respondent does not speak English well enough to respond appropriately.

Calling Rules: Give interim disposition when this situation occurs. Call back after an interval of at least one day.

520 PHYSICAL OR MENTAL IMPAIRMENT

Definition: A respondent other than one known to be the selected respondent cannot respond appropriately because of a mental or physical impairment.

Calling Rules: Give interim disposition when this situation occurs. Call back after an interval of at least one day.

525 ANSWERING MACHINE, MESSAGE CONFIRMS RESIDENTIAL STATUS – LANDLINE ONLY

Definition: An answering machine gives a message confirming that the telephone number rings to a private residence by using the words, “home,” “house,” “family,” “residence” or a family name in the message.

Calling Rules: Give interim disposition when this situation occurs. Call back after an interval of at least one hour.

**530 TECHNICAL BARRIER OTHER THAN ANSWERING MACHINE,
MESSAGE CONFIRMS RESIDENTIAL STATUS – LANDLINE ONLY**

Definition: A device other than an answering machine gives a message confirming that the telephone number rings to a private residence by using the words, “home,” “house,” “family,” “residence,” or a family name in the message.

Calling Rules: Give interim disposition when this situation occurs. Call back after an interval of at least one hour.

532 VOICE MAIL, NOT SURE IF ELIGIBLE RESPONDENT – CELL ONLY

Definition: A voicemail message that leaves open the possibility that the telephone number is reaching an eligible respondent.

Calling Rules: Give interim disposition when this situation occurs. Call back after an interval of at least one hour.

**535 ANSWERING MACHINE,
NOT SURE IF PRIVATE RESIDENCE – LANDLINE ONLY**

Definition: An answering machine gives a message that leaves open the possibility that the telephone number is reaching a private residence.

Calling Rules: Give interim disposition when this situation occurs. Call back after an interval of at least one hour.

**540 TECHNOLOGICAL BARRIER OTHER THAN ANSWERING MACHINE,
NOT SURE IF PRIVATE RESIDENCE – LANDLINE ONLY**

Definition: A device other than an answering machine gives a message that leaves open the possibility that the telephone number is reaching a private residence.

Calling Rules: Give interim disposition when this situation occurs. Call back after an interval of at least one hour.

545 PHONE NUMBER TEMPORARILY OUT OF SERVICE

Definition: A recorded message states that the telephone number is temporarily out of service.

Calling Rules: Give interim disposition when this situation occurs. Call back after an interval of at least one day.

550 NO ANSWER

Definition: A normal telephone ring that no one answers.

Calling Rules: Give interim disposition when this situation occurs. Call back after an interval of at least one hour.

555 BUSY

Definition: A normal busy signal.

Calling Rules: Give interim disposition when this occurs. Call back after an interval of at least 10 minutes.

560 FAX/DATA/MODEM

Definition: An electronic screeching sound.

Calling Rules: Give interim disposition when this occurs. Call back after an interval of at least one hour.

565 FAST BUSY.

Definition: A faster than normal busy signal.

Calling Rules: Give interim disposition when this occurs. Call back after an interval of at least one hour.

570 POSSIBLE NON-WORKING NUMBER

Definition: A noise or other response that may indicate a non-working number.

Calling Rules: Phone telephone company immediately or give interim disposition when this situation occurs and call back after an interval of at least one hour.

575 CIRCUIT BUSY

Definition: A recorded message that states “All circuits are busy.”

Calling Rules: Give interim disposition when this situation occurs. Call back after an interval of at least one hour.

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