



LARRY HOGAN  
Governor

BOYD K. RUTHERFORD  
Lieutenant Governor

DAVID R. BRINKLEY  
Secretary

MARC L. NICOLE  
Deputy Secretary

**Amendment #1 to Request for Proposals (RFP)  
Employee Assistant Program  
Solicitation No. F10B600055  
July 1, 2020**

This Amendment is being issued to amend and clarify certain information contained in the above named RFP. All information contained herein is binding on all Offerors who respond to this RFP. Specific parts of the RFP have been amended. The following changes/additions are listed below; new language has been double underlined and marked in bold (ex. **new language**) and language deleted has been marked with a strikeout (ex. ~~language deleted~~).

1. Amend the Key Information Summary Sheet as follows:

Proposal Due (Closing) Date and Time ~~July 7, 2020~~ **July 24, 2020** pm Local Time.

2. Amend RFP Section 1.1 as follows:

To be considered reasonably susceptible of being selected for award, the Offeror must document in its Proposal that the following Minimum Qualifications have been met:

~~1.1.1 The Offeror shall be registered as a TPA under Md. Ann. Code, Insurance Art., Title 8, Subtitle 3.~~

~~1.1.2.1 Required Documentation: As proof of meeting this requirement, the Offeror shall provide with its Proposal proof of registration as a TPA with the Maryland Insurance Administration.~~

1.1.2 Offerors evidencing at least five (5) years of experience administering Employee Assistance Programs for more than 25,000 employees per year and an established network of Social Workers, Psychiatrists, and Psychologists (as those terms are defined in Appendix 1).

1.1.3.1 Required Documentation: As proof of meeting this requirement, the Offeror shall provide with its Proposal proof of providing services for at least one group with more than 25,000 employees for five (5) years or more.

3. Amend RFP Section 3.4.1 as follows:

MBE liquidated damages are identified in ~~Attachment D~~ Attachment M (Minority Business Enterprises Form).

4 Amend RFP Section 4.25.as follows:

4.25.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:

A. The Procurement Officer may conduct the procurement using eMMA, e-mail, to issue:

- 1) The RFP;
- 2) Any amendments and requests for best and final offers;
- 3) Pre-Proposal conference documents;
- 4) Questions and responses;
- 5) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
- 6) Notices of award selection or non-selection; and
- 7) The Procurement Officer's decision on any Proposal protest or Contract claim.
- 8) **Filing of protest;**

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

A. Submission of initial Proposals;

~~B. Filing of protests;~~

C. Filing of Contract claims;

D. Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); or

E. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

5. Add this new requirement to RFP Attachment M

**42. Liquidated Damages for MBE**

42.1 The Contract requires the Contractor to comply in good faith with the MBE Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, 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 in good faith with the requirements of the MBE Program and MBE Contract provisions. 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 to ascertain with precision.

42.2 Therefore, upon issuance of a written determination by the State that the Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Contractor shall pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off 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 such violation.

- (a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$<<insert value>> per day until the monthly report is submitted as required.
- (b) 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): \$<<insert value>> per MBE subcontractor.
- (c) 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 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.
- (d) Failure to meet the Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- (e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: \$<<insert appropriate rate following calculation instructions from GOSBA>> per day until the undisputed amount due to the MBE subcontractor is paid.

42.3 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and exercise any and all other rights or remedies which may be available under the Contract or Law.

6. Amend EAP Technical RFP, Page 6, PD-11 as follows:

PD -11 Access to financial planning, career coaching, ~~mediation~~, and legal services on a prepaid basis, including one 30-minute consultation with a credentialed professional per service (separate from counseling) and access to sample forms or other resources

Issued and authorized by

<signed>

Lola Tihamiyu  
Procurement Officer

---

Acknowledgment

---

Date

---

Company Name