



DEPARTMENT OF
BUDGET & MANAGEMENT

LARRY HOGAN
Governor

BOYD K. RUTHERFORD
Lieutenant Governor

DAVID R. BRINKLEY
Secretary

MARC L. NICOLE
Deputy Secretary

AMENDMENT #1
TO
REQUEST FOR PROPOSALS

GROUP TERM LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D)
INSURANCES
SOLICITATION NUMBER F10B8400043

APRIL 10, 2018

Ladies and Gentlemen:

This Amendment #1 is being issued to amend language and clarify information contained in the above-named RFP. All information contained herein is binding on all Offerors who respond to this RFP. The changes are listed below; new language has been double underlined and marked in red bold (ex. **new language**) and language deleted has been marked with a double strikeout (ex. ~~strike out~~).

1. Revise the TABLE OF CONTENTS – RFP on page vii to add the following to the end of the list of RFP ATTACHMENTS AND APPENDICES:

Appendix 3. Non-Disclosure Agreement (Offeror)..... 159

2. Add pages 159 through 163 after page 158 of the RFP to include the new “Appendix 3. Non-Disclosure Agreement (Offeror)”, attached to this Amendment #1.

3. Revise Section 1.1.1.3 (**Offeror Minimum Qualifications**), as follows:

1.1.1.3. Be licensed in Maryland at the time of ~~proposed~~**proposal** submission to issue the kinds of policies for which the proposals are submitted.

4. Revise Section 2.1 (**Summary Statement**), as follows:

2.1.1.1 Service Category I: Group Term Life insurance services for active employees, high risk active State employees, Satellite Account Employees, satellite account retirees (as applicable), retired State employees, Direct Pay Enrollees (excluding COBRA enrollees), and their eligible Dependents; and

5. Revise Section 2.1 (**Summary Statement**), as follows:

- 2.1.2 It is the State's intention to obtain goods and services, as specified in the RFP, pursuant to a Contract **or Contracts** between the selected Offeror(s) and the State.
- 2.1.4 An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements for the applicable service category identified **in** this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
6. Revise Section 2.6 (**Specifications for All Plans**), as follows:
- 2.6.5 The Contractor(s) shall assign an ASM to service State requirements under the Contract and to ~~response~~ **respond** to inquiries and problems.
7. Revise Section 3.2 (**End of Contract Transition**), as follows:
- 3.2.1C Provide updated System Documentation (~~see Appendix 1~~), as appropriate; and
8. Revise Section 3.4 (**Liquidated Damages**), as follows:
- 3.4.2 **Liquidated Damages other than MBE**
See Attachment P, Performance Guarantees and Liquidated Damages, and Appendix 2.1-8, **2.2-8, or 2.3-8**, Performance Guarantees.
9. Revise Section 3.7 (**Security Requirements**), as follows:
- 3.7.4 **Information Technology**
- 3) ~~Along~~ **Along** with Contractor Personnel, (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.
10. Revise Section 4.31 (**Non-Disclosure Agreement**), as follows:
- 4.31.1 **Non-Disclosure Agreement (Offeror)**
~~A Non-Disclosure Agreement (Offeror) is not required for this procurement.~~ **Certain documentation may be available for potential Offerors to review electronically. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Appendix 3. Once the signed Non-Disclosure Agreement (Offeror) is returned the Procurement Officer, the Offeror will be provided a link to the information.**
11. Revise Section 5.3 (**Volume I – Technical Proposal**), as follows:
- If an Offeror is submitting a proposal for **only one (1)** Service Category, the Offeror shall submit either Appendix 2.-2, Technical RFP Response (SC 1 only) or Appendix 2.-~~2~~**3**, Technical RFP Response (SC II only), along with one proposal which is complete in all

respects (identified as the “Complete Proposal”) and shall adhere to all applicable submission requirements in this Section 5.2 – Volume I – Technical Proposal.

12. Revised Section 7, RFP Attachments and Appendices, Table 1 as follows:

| Appendices | | | |
|-------------------|--|--------------------------------|---|
| Applies? | When to Submit | Label | Attachment Name |
| Y | n/a | 1 | Abbreviations and Definitions |
| Y | With Proposal | <u>2.-1, 2.-2, or 2.-3</u> | Appendix 2.-1, Technical RFP Response, Combined SC I and SC II; OR Appendix 2.-2, Technical RFP Response (SC I only); or Appendix 2.- 2 <u>3</u> , Technical RFP Response (SC II only) |
| Y | <u>Before Proposal, as describe in RFP</u> | <u>3</u> | <u>Non-Disclosure Agreement (Offeror)</u> |

Date Issued: April 10, 2018

By: Pamela Malech
<Signed>
Procurement Officer

Appendix 3. Non-Disclosure Agreement (Offeror)

THIS NON-DISCLOSURE AGREEMENT (“the Agreement”) is made this _____ day of _____, 2018 by and between the State of Maryland (the “State”), acting by and through the Department of Budget and Management, Division of Procurement Policy and Administration, Employee Benefits Division (the “Department”), and _____ (the “POTENTIAL OFFEROR”).

RECITALS

WHEREAS, the POTENTIAL OFFEROR warrants and represents that it intends to submit a Technical Proposal in response to RFP Solicitation # F10B8400043, the Request for Proposals for **Group Term Life and Accidental Death and Dismemberment (AD&D) Insurances**. In order for the POTENTIAL OFFEROR to submit a Proposal, it will be necessary for the State to provide the POTENTIAL OFFEROR with access to certain confidential information including, but not limited to, census data/information on State employees and State retirees and dependents, as well as, information concerning Group Term Life and AD&D claims data to include Waiver of Premium claim information. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information.” As a condition for its receipt and access to the Confidential Information described in Section 4.31 of the RFP, POTENTIAL OFFEROR agrees as follows:

- A. POTENTIAL OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 4.31, except in connection with the preparation of its Proposal. All Confidential Information and copies thereof shall be protected from disclosure by commercially reasonable means, including without limitation encryption, password protection, and secure transmission where appropriate.
- B. Each employee or agent (including without limitation subcontractors) of the POTENTIAL OFFEROR who receives or has access to the Confidential Information shall be notified of the confidentiality and nondisclosure requirements of this Agreement and the confidential nature of the Confidential Information. Each employee or agent of the POTENTIAL OFFEROR who is provided access to or a copy of the Confidential Information shall be bound by confidentiality and nondisclosure obligations that are no less restrictive than the obligations set forth herein. The POTENTIAL OFFEROR shall be liable for any violations by any employees or agents who are provided or given access to Confidential Information. The POTENTIAL OFFEROR shall provide a list of all individuals, employees, and agents of the POTENTIAL OFFEROR who have or have had access to the Confidential Information, along with the certification required below in this Agreement.
- C. POTENTIAL OFFEROR shall return to the State the original and destroy (in a manner designed to prohibit reading of or reconstruction of the data) any copies of the Confidential Information remaining in its possession within five business days of the State’s notice of

recommended award in connection with this procurement. **If the POTENTIAL OFFEROR does not submit a Proposal, the POTENTIAL OFFEROR shall return the Confidential Information to the Procurement Officer identified in the RFP Section 4.31 on or before the due date for Proposals.** The POTENTIAL OFFEROR shall certify, in writing and signed by an individual with authority to bind the POTENTIAL OFFEROR, to the Procurement Officer that any and all Confidential Information (in whatever format or media) has been destroyed or returned to the Procurement Officer within five business days of the notice of recommended award or notice that the POTENTIAL OFFEROR will not submit a proposal, whichever is earlier. Such certification may be in the form provided below or in another form.

- D. POTENTIAL OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. 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/or to seek damages for the POTENTIAL OFFEROR'S failure to comply with the requirements of this Agreement. The POTENTIAL OFFEROR consents to personal jurisdiction in the Maryland State Courts.
- E. 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 POTENTIAL OFFEROR or any employee or agent of the POTENTIAL OFFEROR to comply with the requirements of this Agreement, POTENTIAL OFFEROR and such employees and agents of POTENTIAL OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
- F. This Agreement shall be governed by the laws of the State of Maryland.
- G. POTENTIAL OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. POTENTIAL OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
- H. The individual signing below warrants and represents that s/he is fully authorized to bind the POTENTIAL OFFEROR to the terms and conditions specified in this Agreement.

POTENTIAL OFFEROR: _____

BY: _____ **[signature]**

NAME: _____ **[print name]**

TITLE: _____

ADDRESS: _____

CERTIFICATION

I CERTIFY, on behalf of _____ (“POTENTIAL OFFEROR”) that the original and any and all copies of the Confidential Information provided by the State in connection with RFP # F10B8400043 have been returned to the Procurement Officer or destroyed in a manner designed to prevent reconstruction of or reading of the data. Below is a list of the individuals, employees and/or agents to whom copies of or access to the Confidential Information have been provided.

I warrant and represent that I am fully authorized to bind the POTENTIAL OFFEROR to the terms and conditions specified in this Agreement.

POTENTIAL OFFEROR: _____

BY: _____ [signature]

NAME: _____ [print name]

TITLE: _____

ADDRESS: _____

DATE: _____

WITNESS: _____

**POTENTIAL OFFEROR’S EMPLOYEES AND AGENTS WHO WERE GIVEN ACCESS TO
THE CONFIDENTIAL INFORMATION**

| | |
|---|--------------------------------------|
| Printed Name and Address of Individual/Agent | Employee (E) or Agent (A) |
|---|--------------------------------------|

| | |
|-------|--|
| <hr/> | |
| <hr/> | |
| <hr/> | |
| <hr/> | |
| <hr/> | |