



MARTIN O'MALLEY
Governor

ANTHONY BROWN
Lieutenant Governor

T. ELOISE FOSTER
Secretary

DAVID C. ROMANS
Deputy Secretary

**Amendment #1 to Request for Proposals (RFP)
Group Term Life and Accidental Death and Dismemberment (AD&D) Insurances
Solicitation No. F10B3400001
July 12, 2012**

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 strikethrough (ex. ~~language deleted~~).

1. Amend RFP Attachment I: Non-Disclosure Agreement (NDA) as provided in Attachment 1 to this Amendment. The amendment removes the provision for personal liability for individual employees or agents of the Potential Offeror among other things. Potential offerors who have not yet submitted a completed copy of the NDA are instructed to use the version supplied as Attachment 2 to this Amendment (the version without language marked in **bold** or ~~strikethroughs~~). Potential offerors who have already completed and submitted a copy of the original version of the NDA are asked to submit a new completed and signed NDA, using the version supplied as Attachment 2 to this Amendment. The original copies of the NDA already submitted by those potential offerors will be destroyed upon receipt of the signed and completed revised version.

Issued and authorized by,

Michael Howard
Procurement Officer

~Effective Resource Management~

45 Calvert Street • Annapolis, MD 21401-1907

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<http://www.dbm.maryland.gov>

Attachments

1. Attachment I - Non-Disclosure Agreement (original version with emphasized revisions)
2. Attachment I - Non Disclosure Agreement (revised version)

Attachment I – Non-Disclosure Agreement (Potential Offeror)

REVISED AMENDMENT #1

This Non- Disclosure Agreement (the “Agreement”) is made this ___ day of _____ 201_, by and between _____ (hereinafter referred to as "the Potential OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

Potential OFFEROR warrants and represents that it intends to submit a Technical Proposal in response to RFP #F10P8200006, **F10B3400001 the Request for Proposals for Group Term Life PA&D Insurance Services 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 demographic information on State employees and State retirees. 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 1.31 of the RFP, Potential OFFEROR agrees as follows:

1. Potential OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.31, 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.**
2. 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.** ~~execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State.~~ 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.** ~~who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.~~ **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 in section 3 of this Agreement.**
3. Potential OFFEROR shall return the Confidential Information to the State **the original and destroy (in a manner designed to prohibit reading of or reconstruction of the data) any of the 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 1.7, Michael Howard, Procurement Officer, Department of Budget & Management** 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.** If the Confidential Information was provided by e-mailed file, the OFFEROR shall send an e-mail to the Procurement Officer certifying deletion of the e-mail and all copies of the file as well as the destruction of any paper copies or electronic media copies within the five business days referenced above.~~

3. **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.

4. 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 shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

5. This Agreement shall be governed by the laws of the State of Maryland.

6. **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.

7. The individual signing below warrants and represents that he or she is fully authorized to bind the **Potential** OFFEROR to the terms and conditions specified in this Agreement. ~~If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.~~

Potential OFFEROR: _____

BY: _____ [signature]

NAME: _____ [print name]

TITLE: _____

ADDRESS: _____

**POTENTIAL OFFEROR'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
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CERTIFICATION

I CERTIFY, on behalf of _____ (“Potential OFFEROR”) that the original and any and all copies of the Confidential Information provide by the State in connection with RFP # F10B340001 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 _____ Employee (E)
Address of Individual/Agent _____ or Agent (A)

Attachment I – Non-Disclosure Agreement (Potential Offeror)

REVISED AMENDMENT #1

This Non- Disclosure Agreement (the “Agreement”) is made this ___ day of _____ 201_, by and between _____ (hereinafter referred to as "the Potential OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

Potential OFFEROR warrants and represents that it intends to submit a Technical Proposal in response to RFP # F10B3400001, 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 demographic information on State employees and State retirees. 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 1.31 of the RFP, Potential OFFEROR agrees as follows:

1. Potential OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.31 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.
2. 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 in section 3 of this Agreement.
3. 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 a 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 1.7, 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 the 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.

4. 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.

5. 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 shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

6. This Agreement shall be governed by the laws of the State of Maryland.

7. 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.

8. The individual signing below warrants and represents that he or she 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: _____

POTENTIAL OFFEROR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
 CONFIDENTIAL INFORMATION

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

CERTIFICATION

I CERTIFY, on behalf of _____ (“ Potential OFFEROR”) that the original and any and all copies of the Confidential Information provide by the State in connection with RFP # F10B3400001 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

<i>Printed Name and Address of Individual/Agent</i>	<i>Employee (E) or Agent (A)</i>
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_____	_____
_____	_____
_____	_____
_____	_____