



*MARTIN O'MALLEY*  
Governor

*ANTHONY BROWN*  
Lieutenant Governor

*T. ELOISE FOSTER*  
Secretary

*DAVID C. ROMANS*  
Deputy Secretary

**Request for Proposals (RFP)**  
**Group Long Term Care Insurance RFP - F10B1400014**  
**Addendum #1**

Ladies/Gentlemen:

This Addendum 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.

1. Add, Section 1.36 Census and Confidentiality and Non-Disclosure Agreement:

**Section 1.36 Census and Confidentiality and Non-Disclosure Agreement**

A census file is available to all potential offerors of the RFP. Offerors that would like a copy should contact the Procurement Officer to arrange pick-up or mailing procedures. A Confidentiality and Non-Disclosure Agreement in the form of Attachment N must be signed prior to release of the census. Each Offeror must keep all information on the Census file confidential.

The Census file contains the following data elements for individuals eligible for coverage through the Group Long Term Care Plan:

Unique Identifier  
Date of Birth  
Gender  
Status  
3-digit ZIP code  
Relationship to insured

Should you require clarification of the information provided in this addendum, please contact me at (410) 260-7570 as soon as possible.

Date Issued: July 5, 2011

By Joy Epstein

Procurement Officer

Attachment: Attachment N

~Effective Resource Management~

45 Calvert Street • Annapolis, MD 21401-1907

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

## **ATTACHMENT N – NON-DISCLOSURE AGREEMENT (OFFEROR)**

This Non- Disclosure Agreement (the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_ 2011, by and between \_\_\_\_\_ (hereinafter referred to as "the Offeror") and the State of Maryland (hereinafter referred to as "the State").

Offeror warrants and represents that it intends to submit a Technical Proposal in response to RFP # F10B1400014, the Request for Proposals for Group Long Term Care Insurance. In order for the Offeror to submit a Proposal, it will be necessary for the State to provide the Offeror with access to certain confidential information including, but not limited, to demographic and identifying 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 1.36 of the RFP, Offeror agrees as follows:

1. Offeror will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.36, except in connection with the preparation of its Proposal.
2. Each employee or agent of the Offeror who receives or has access to the Confidential Information shall 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 Offeror who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the Offeror and the Offeror shall be liable for any violations by any employees or agents who are provided or given access to Confidential Information.
3. Offeror shall return to the State and destroy 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 Offeror does not submit a Proposal, the Offeror shall return the Confidential Information to the Procurement Officer identified in Section 1.6 of the RFP on or before the due date for Proposals. 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.
4. 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 Offeror’s failure to comply with the requirements of this Agreement. The 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 Offeror or any employee or agent of

the Offeror to comply with the requirements of this Agreement, Offeror and such employees and agents of 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. 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. 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 they are fully authorized to bind the 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.

Offeror: \_\_\_\_\_

BY: \_\_\_\_\_  
[signature]

NAME: \_\_\_\_\_

[print name]

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

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

*[Add additional pages as necessary]*

CERTIFICATION OF RETURN OF CONFIDENTIAL DATA

This is to certify that the below-signed Offeror has returned all of the Confidential Data to the Procurement Officer as identified in RFP §1.6 or has destroyed all copies of the Confidential Data that were prepared or made in the course of preparing a proposal in such a manner as to make retrieval of the Confidential Data impossible, and that Offeror has retained no copies of the Confidential Data.

OFFEROR: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

RECEIVED BY:

Procurement Officer: \_\_\_\_\_

Date: \_\_\_\_\_