NEW YORK STATE OF OPPORTUNITY. Office for People With Developmental Disabilities

KATHY HOCHUL
Governor

KERRI E. NEIFELD
Commissioner

Statewide Direct Support Professionals Marketing Recruitment Campaign
Request for Proposals (RFP)
Version 2

ADDENDUM ONE to the February 6th, 2023 RFP:

This RFP has been modified as follows:

1) RFA Section 1.4 Calendar of Events, has been modified by extending the dates in red strikethrough as follows:

Event	Date
RFP Release Date	Monday, February 6, 2023
Mandatory Notice of Intent to Bid and Deadline for Submission of Questions	Friday, March 3, 2023
Issuance of Response to Questions	~~Friday, March 24~~, Wednesday, April 6 2023
Proposal Due Date	~~Friday, April 7,~~ Wednesday, April 19, 2023 by 4:00 PM
Anticipated Notification of Tentative Award	Wednesday, ~~April 26~~ May 10, 2023
Anticipated Contract Start Date	~~Monday, May 1~~ Wednesday, May 17, 2023

2) Appendix B. OPWDD Contract Boilerplate, Section 32.b. has been modified by removing the paragraph in red strikethrough as it is not part of OPWDD standard contract language:

32: SECURITY, NON-DISCLOSURE/CONFIDENTIALITY, PRESS RELEASES

b. Nondisclosure & Confidentiality

Except as may be required by applicable law or a court of competent jurisdiction, the Contractor, its officers, agents, employees, and subcontractors, if any, shall maintain strict confidence with respect to any Confidential Information to which the Contractor, its officers, agents, employees, and subcontractors, if any, have access. This requirement shall survive termination of the Contract. For purposes of the Contract, all State information of which Contractor, its officers, agents, employees, and subcontractors, if

any, become aware during the course of performing services for the State, shall be deemed to be confidential information (oral, visual or written).

Notwithstanding the foregoing, information that falls into any of the following categories shall not be considered Confidential Information:

- Information that is previously rightfully known to the receiving party without restriction on disclosure.
- Information that becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or is in the public domain.
- Information that is independently developed by the Contractor without use of Confidential Information of the State.

The Contractor shall indemnify and hold the State harmless from any loss or damage to the State resulting from the disclosure by the Contractor, its officers, agents, employees, and subcontractors of such confidential information in the event such disclosure is inconsistent with the requirements of this Section.

The Contractor employees and subcontractors shall be required to sign Confidentiality and Non-Disclosure Agreements, either before or upon arrival at the work site, or prior to providing services under the Contract.

~~State employees and subcontractors shall also be required to sign Confidentiality and Non-Disclosure Agreements before receiving access to the Contractor's confidential information. All intellectual property of the Contractor, including without limitation, the software provided by the Contractor as a service, shall be deemed to be confidential i~~nformation of the Contractor.

All other terms and conditions remain the same.