



*Delaware Health
And Social Services*

DIVISION OF MANAGEMENT SERVICES

PROCUREMENT

DATE: August 3, 2015

HSS 15 017

**ADULT RESIDENTIAL SUBSTANCE USE DISORDER AND CO-OCCURRING
DISORDER TREATMENT PROGRAM FOR MEN**

FOR
DIVISION SUBSTANCE ABUSE AND MENTAL HEALTH

Date Due: August 17, 2015
11:00AM

ADDENDUM # 3

Please Note:

THE ATTACHED SHEETS HEREBY BECOME A PART OF
THE ABOVE MENTIONED BID. Addendum #3 Revised Q&A

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STATE OF DELAWARE

RFP HSS-15-017
ADULT RESIDENTIAL SUBSTANCE USE DISORDER AND CO-OCCURRING
DISORDER TREATMENT PROGRAM
FOR MEN
PRE-BID MEETING QUESTIONS & ANSWERS

Please be advised with the exception of start-up cost, budget submissions for this RFP should not be based on cost reimbursement for services. Successful applicants shall be paid based on the per-diem rates listed in Appending A, Program Capacity and Funding of the RFP.

- 1) Will there be start-up costs allowed for this program?

Please review Sections IV, B, 4 and 10, Section IV, D, 7, i of the RFP, and Appendix A (at p.41 and 42 of the RFP); please also be advised that the proposed budget for this matter is a specific scoring evaluation criteria set forth at Section IV, C, 2.

- 2) **Question #3:** related to budgeting with food service. Since it is unknown at present what the buildings for this RFP might be equip with for food service, how does DSAMH recommend we budget for food service? Onsite preparation or shipped in?

This is at the bidder's discretion on how to handle food services within the proposed program. Reimbursement is based on an all-inclusive per diem rate for services and room and board as identified in the RFP at Appendix A, page 42.

- 3) *Citation: Appendix A – Minimum Mandatory Submission Requirements, Section Business Proposal Requirements; pg. 41 paragraph 2*

“Vendor is required to submit technology costs that the State will be directly or indirectly responsible for as part of this contract. The vendor will break down technology costs into three categories for implementation and the same three categories for out-year costs:

1. Hardware
2. Software
3. Technical Staffing”

Question: Where should the vendor allocate cost of telecommunications? For example, these costs would include data and voice communication.

DSAMH is unclear about the scope of this question. If the vendor means startup telecommunication costs, such costs may be submitted as set forth in Appendix A. Once

operations begin following startup, all costs associated with telecommunications will be the responsibility of the vendor.

- 4) *Citation: Appendix B – Scope of Work and Technical Requirements, Section 2 Core Program Elements, Paragraph j. Social/Recreational, pg. 49*

“A variety of age, gender and culturally appropriate social and recreational activities must be offered as part of the regular schedule. Access to computer and video games, appropriate videos and music should be available during recreation periods.”

Question: Will the recreational activity computers require login access to the computer in case of internet access or just for the use of computer games?”

Vendors are free to propose any reasonable method to address login access to computers.

- 5) *Citation: Appendix F – Contract Boilerplate, 3. Responsibilities of Contractor, pg. 63*

“CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by CONTRACTOR, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, CONTRACTOR shall follow practices consistent with generally accepted professional and technical standards. CONTRACTOR shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, CONTRACTOR shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. CONTRACTOR shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by CONTRACTOR’s failure to ensure compliance with DTI standards.

Question: Is it the assumption that the vendor will build the physical IT infrastructure at the location or will it be pre-existing?

The vendor will be responsible for this activity within its selected location.

- 6) *Citation: Appendix B, Paragraph 2 (a) page 47 (top)*

In brackets, the statement “See also RFP Section IX: G-5, Program Facility”.

Question: We were unable to locate Section IX in the RFP. Can DSAMH Please provide more information?

The statement quoted in this question is hereby deleted from the RFP.

- 7) *Citation: Appendix B, Paragraph 2 (a) page 47, Safe, Sober and Drug Free Residence.*

Question: Does the required residence need to be in a single building, or can the sleeping quarters and treatment space be in separate buildings?

These can be separate as long as the separation will not undermine the clinical program proposed by the bidder and the model as presented in the RFP and ASAM.

- 8) *Citation: # 7 General Terms and Conditions, letter J on page 20-21,*

“The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%)”.

Question: Can DSAMH Please elaborate on this?

Currently there are no performance incentives identified for these services, however the State reserves the right to attach performance incentives for compliance and financial consequences for non-compliance as necessary. Proposing parties are encouraged to include reasonable performance incentive measures with their proposals. Such performance incentives may take the form of monetary rewards for demonstrated above standard performance and/or liquidated damages or payment offsets for substandard performance. Proposing parties are reminded that Program Design accounts for the largest portion of the scoring criteria and that performance incentives are considered an element of Program Design.

- 9) *Citation: #7 General Terms and Conditions, letter q #2; page 22*

“All equipment and services required here under shall be provided by or performed by the Vendor or under its direct supervision....”

Question: At the end of the contract, who owns the equipment?

Purchase of any individual unit of capital property with a value in excess of \$1,000 with funds wholly, or in part, from any cost reimbursement portion of the Contract shall transfer automatically to DSAMH upon the termination of services provided under the Contract or subsequent renewals.

- 10) *Citation: Appendix B, Section 2 Core Program Elements, letter m, Paragraph 2, page 49*

“Residents should be encouraged to attend 12 Step meetings throughout treatment and to obtain a sponsor and home group before program completion.”

Question: We would like clarification on providing BOTH 12 step and if other programs would be acceptable.

Alternative programs may be acceptable but at the discretion of DSAMH. The Division simply wants individuals to have access to support programs; this may mean that the program sponsor meets at its location; assist individuals in attending offsite, if needed, etc. Attending support groups is not a mandatory component of the model.

11) Citation: # 2. Core Program Elements; Paragraph H.; Page 48.

“Pre-vocational and Vocational Training – Arrangements must be made to allow residents who qualify to receive vocational training services offered by the Department of Labor and/or other agencies to improve their employability upon program completion”.

Questions:

- Will the vocational training services offered by the Department of Labor and/or other agencies be provided on site? **The nature, extent, and location of such services are defined by either the Department of Labor or other agencies as chosen by the proposing party.**
- Will the provider be responsible for transporting the clients to and from the location to obtain training?

The provider is responsible for assisting the clients in accessing transportation.

12) Citation: # 2. Core Program Elements; Paragraph I; Page 48.

“Employment – During the latter part of the Treatment Phase when the clinical treatment team agrees that the resident is ready, he/she should be encouraged to begin to seek employment, ideally at the job that they will have when they complete the residential program. To the extent possible, the program should offer counseling and other community services in the evening for those who work during the day. Clients should be required to deposit their salaries in an account to save for use when they complete the program. They should be allowed to keep a pre-determined amount for spending money for special needs”.

Questions:

- Does the State have limitations on the number of hours the clients can work each week? **No, as long as is a clear part of the individual’s recovery plan.**

- Will it be the clients' responsible to secure transportation to and from their place of employment?

Yes, but the provider is required to assist as needed.

- Will the provider be responsible for establishing a bank account for clients to deposit their salaries in to save for use when they complete the program?

This is individually determined, but the program should work with the individual in establishing accounts, money management and savings. This would be part of the individual's recovery plan.

- Will the provided be responsible for ensuring the safety of the funds?

The successful vendor is responsible for safeguarding the personal property and funds of the residents in the program.

13) Citation: Sec. D. Contract Terms and Conditions; Paragraph #1; Contract Use by other Agencies; page15

“REF: Title 29, Chapter 6904(e) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties”.

Question: Would the State consider deleting this language if it does not apply to the services sought?

In order for another State of Delaware agency to access services under this contract, that access must be “agreeable to all parties.” As such, no revision is necessary because the proposing party is not obligated to involuntarily expand the scope of services to include another state agency as a client.

14) Citation: Sec. D. Contract Terms and Conditions; # 7 General Contract Terms; Paragraph E; Page18

“Indemnification states "By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.”

Question: Will the State consider revising this language? The contractor should be asked to indemnify the Sate for the acts of the State employees or agents.

DSAMH is able and willing to negotiate the contour of reasonable, mutually agreeable liability and indemnity provisions during negotiations with any proposing party selected for negotiation. To the extent a proposing party wishes to propose alternative contract language, the parties shall include such proposals in the form set aside for exceptions. DSAMH reserves the right to accept or reject exceptions in whole or in part.

15) Citation: Sec. D. Contract Terms and Conditions; # 7 General Contract Terms; Paragraph J; Page 20

Optional Performance incentives states: "The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages."

Question: Will the State present these during the proposal process so these can be considered now?

Currently there are no performance incentives identified for these services, however the State reserves the right to attach performance incentives for compliance and financial consequences for non-compliance as necessary. Proposing parties are encouraged to include reasonable performance incentive measures with their proposals. Such performance incentives may take the form of monetary rewards for demonstrated above standard performance and/or liquidated damages or payment offsets for substandard performance. Proposing parties are reminded that Program Design accounts for the largest portion of the scoring criteria and that performance incentives are considered an element of Program Design.

16) Citation: Sec. D. Contract Terms and Conditions; # 7 General Contract Terms; Paragraph #k2; Page 21

“Termination without Cause: Will the state consider removing this language? The contract should only be terminated for cause or non-appropriation”.

Question: If the State will not remove the language then will it give the Contractor the same right to terminate without cause?

Yes, this item may be negotiated between the party selected for negotiation and DSAMH. To the extent a proposing party wishes to propose alternative contract language, the parties shall include such proposals in the form set aside for exceptions. DSAMH reserves the right to accept or reject exceptions in whole or in part.

17) Citation: Sec. B. RFP Submissions; # 20 a RFP notifications,; Paragraph 3; PG 12.

“It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest

total points score, rather the contract will be awarded to the vendor whose proposal is most advantageous to the State of Delaware.

Question: What criteria is this based upon if not the highest total points?

The selection is based on the criteria identified in the RFP and the applicant's proposal. The Evaluation Team will make a recommendation for the applicant(s) whose proposal best meet the needs of the DSAMH.

18) For Both RFP HSS-15-017 and HSS-15-016 the top on pg. 7 seems to have the wrong due date (reads 8/20/2015). There is also the same date (reads 8/20/2015) listed on attachment 2 at the top. What is the correct due Date

The Proposal due date is 11:00 AM August, 17 2015 as listed on page one of the RFP.

19) On page 6; B. RFP Submissions #2 proposals where talks about a "separate electronic pricing file". Does this mean the budget and does it mean a separate CD or a separate file on each CD?

Yes, this refers to the budget and can be saved as a separate file on each CD.

20) Is tabbing allowed, mandated or optional, which one?

Yes, tabbing is allowed and while not mandatory it is preferred.