REQUEST FOR PROPOSALS (RFP) – UPDATE NOTICE
RFP HSS-26-048 Promise Personal Care Services. 053 NARR Level II and III Recovery Residences

Addendum #2: RFP Update

Please be advised of the following updates to the RFP:

1. The Work Plan is located in Appendix H. References to the Work Plan in the Scope of Work have been corrected accordingly.

2. Appendix H has been added to the RFP appendix table.

3. Appendix H (Work Plan) is now provided in Word format to allow vendor completion.

4. The RFP number in Appendix H has been corrected to RFP HSS 26 053.

5. Appendix C references Vendor Forms

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
NARR LEVEL II AND III RECOVERY RESIDENCES
ISSUED BY Division of Substance Abuse and Mental Health
CONTRACT NUMBER HSS-26-053

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I. Overview

The State of Delaware Department of Health and Social Services, Division of Substance Abuse and Mental Health, seeks professional services for NARR Level II and III Recovery Residents. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: January 13, 2026
Deadline for Questions	Date: January 26, 2026

Non-Mandatory Pre-Bid Meeting	Date: February 9, 2026 at 1:00PM
Response to Questions Posted by:	Date: February 23, 2026
Deadline for Receipt of Proposals	Date: March 23, 2026 at 1:00 PM EDT/EST
Estimated Notification of Award	Date: April 20, 2026

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the

applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States. For technology related solicitations, Vendors may refer to the Delaware Department of Technology and Information identified terms and conditions included in this solicitation.

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

A **non-mandatory** pre-bid meeting has been established for this Request for Proposal for **February 9**, **2026, at 1 PM** EST/EDT.

Microsoft Teams Need help?

Join the meeting now
Meeting ID: 243 601 086 235 32
Passcode: HJ7xJ7x4

Dial in by phone
+1 302-504-8986,,68084486# United States, Wilmington
Find a local number
Phone conference ID: 680 844 86#
Join on a video conferencing device
Tenant key: teams@sod.onpexip.com
Video ID: 119 069 551 8
More info

Questions may be submitted no later than January 26, 2026. All inquiries must be submitted in the Q/A section of the project listing in the Euna Procurement (formerly Bonfire) Portal (https://dhss.bonfirehub.com).

The Department's response to questions will be posted, according to the procurement schedule, under the project listing in Euna Procurement (formerly Bonfire) and to the State of Delaware Bid Solicitation Directory Website: http://www.bids.delaware.gov/ by **February 23, 2026**.

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II. Scope of Services

Delaware continues to face significant challenges related to substance use disorders, with many individuals requiring not just treatment, but stable, recovery-focused

housing to sustain their progress. Recovery residences certified under the National Alliance for Recovery Residences (NARR) provide a proven framework for supporting individuals in early and sustained recovery. These homes are especially critical in bridging the gap between clinical treatment and full reintegration into society.

Research shows that individuals who reside in certified recovery homes experience lower relapse rates and improved outcomes compared to those without stable housing. These residences help reduce the burden on emergency services, hospitals, and criminal justice systems by offering a safe and supportive alternative to homelessness or unstable environments.

Recovery residences play a vital role in the continuum of care by offering structured, substance-free living environments that support individuals in early and sustained recovery. NARR Level II (Monitored) and Level III (Supervised) homes provide tiered levels of support—ranging from peer-managed environments to professionally supervised residences with structured programming—ensuring that individuals receive the appropriate level of care as they transition from treatment to independent living.

The State of Delaware, Department of Health and Social Services, Division of Substance Abuse and Mental Health (DSAMH) is seeking proposals from qualified and experienced providers to operate certified recovery residences that meet the standards of the National Alliance for Recovery Residences (NARR) Level II (Monitored) and Level III (Supervised) classifications. This initiative is a critical component of Delaware's ongoing commitment to expanding access to safe, supportive, and recovery-oriented housing for individuals with substance use disorders.

Please see Appendix B for full Scope of Services.

III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.

3. Complete all appropriate attachments and forms as identified within the RFP.

4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section V, Item G, subsection 8 (Insurance).

B. General Evaluation Requirements

1. Experience and Expertise
2. Capacity to meet requirements
3. Program Design and Implementation
4. Program Sustainability and Pricing

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C*. § 6981.

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at https://mmp.delaware.gov/Bids/ and on Euna Procurement (formerly Bonfire) at https://dhss.bonfirehub.com.

Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made through Euna Procurement (formerly Bonfire) at https://dhss.bonfirehub.com .

Communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor.

Vendors should rely only on written statements issued by the RFP designated Contracts, Management and Procurement contact.

The RFP designated contact is:

Karen Records
Chief of Social Determinants
Division of Substance Abuse and Mental Health
Bureau of Community Behavioral Health and Social Determinants
Karen.records@delaware.gov

Contracts, Management and Procurement Contact:

Adeyeye Awope
Management Analyst III
Adeyeye.Awope@delaware.gov

5. **Consultants and Legal Counsel**
   The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

6. **Contact with State Employees**
   Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. **Organizations Ineligible to Bid**
   Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8. **Exclusions**
   The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:
   - **a.** Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract:
   - **b.** Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor:
   - **c.** Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes:
   - **d.** Has violated contract provisions such as;
     1) Known failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
     2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

e. Has violated ethical standards set out in law or regulation; and

f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in through Euna Procurement (formerly Bonfire) at https://dhss.bonfirehub.com/ and respond to the items outlined in this RFP.

The State reserves the right to reject any non-responsive or non-conforming proposals.

Responses submitted by hard copy, mail, facsimile, or e-mail will not be accepted.

All proposals must be submitted prior to **1:00 PM EST/EDT on March 23, 2026**.

PROPOSAL REQUIREMENTS

a. Proposals must be received before the Proposal Due Date and Time, as identified in the Procurement Schedule for this RFP.

Responses received after the Proposal Due Date and Time will not be accepted.

b. Upload your submission at: https://dhss.bonfirehub.com/

Important Notes:

- Logging in and/or uploading the file(s) does not mean the response is submitted. Users must successfully upload all the file(s) and MUST click the submit button before the proposal due date and time.
- Users will receive an email confirmation receipt with a unique confirmation number once the submission has been finalized. This will confirm that the proposal has been submitted successfully.
- Each submitted item of Requested Information will only become visible to DHSS after the proposal due date and time.
    - If the file is mandatory, you will not be able to complete your submission until the requirement is met.

- Uploading large documents may take significant time depending on the size of the file(s) and your Internet connection speed. The maximum upload file size is 1000 MB.
- Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.
- **Notarizations are no longer required**.

Need Help? Please contact Euna Procurement (formerly Bonfire) directly at Bonfire Hub, email to support.bonfire@eunasolutions.com, or call 1- 844- 226- EUNA (3862) press 1 for customer support/technical questions or issues related to your submission. You can also visit their help forum at https://customer.eunasolutions.com/public/s/contactsupport.

Any proposal submitted after the Deadline for Receipt of Proposals date will not be accepted. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. **Proposal Modifications**
   Any changes, amendments or modifications to a proposal must be submitted through Euna Procurement (formerly Bonfire) prior to the proposal due date. Changes, amendments, or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. **Proposal Costs and Expenses**
   The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

5. **Proposal Expiration Date**
   Prices quoted in the proposal shall remain fixed and binding on the bidder at least through April 6, 2027. The State of Delaware reserves the right to ask for an extension of time if needed.

6. **Late Proposals**
   Proposals submitted after the specified date and time will not be accepted by the Euna Procurement (formerly Bonfire) Portal. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt by Euna Procurement (formerly Bonfire).

7. **Proposal Opening**

The State of Delaware will receive proposals via Euna Procurement (formerly Bonfire) until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel.

There will be no public opening of proposals, but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with 29 Del. C. § 10001, et seq. ("FOIA").

8. **Non-Conforming Proposals**
   Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive, or a mere formality shall reside solely within the State of Delaware.

9. **Concise Proposals**
   The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. **Realistic Proposals**
    It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

    The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. **Confidentiality of Documents**
    The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, 29 Del. C. § 10001, et seq. ("FOIA"). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. All proposals are subject to FOIA's public disclosure obligations.

    The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure, or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in separate file(s) identified as "Confidential Business Information" and include the specific RFP number. The file must contain a letter from the vendor's legal counsel describing the documents in the file, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such separate file(s), the State of Delaware will open the file to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, vendor(s) assume the risk that confidential business information included in a proposal may enter the public domain.

12. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one "prime vendor". The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.18 regarding multiple source contracting.

b. Sub-contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name.

The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.

Any sub-contractors must be approved by State of Delaware.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

13. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

The use of subcontractors **will** be permitted for this project.

If a subcontractor is going to be used, this needs to be specified in the proposal, with an identification of the proposed subcontractor by name, the service(s) to be provided, and its qualifications to provide such service(s).

Subcontractors will be held to the same requirements as the primary contractor.

The contract with the primary contractor will bind sub or co-contractors to the primary contractor by the terms, specifications, and standards of the RFP. All such terms, specifications, and standards shall preserve and protect the rights of the agency under the RFP and any subsequent proposals and contracts with respect to the services performed by the sub or co-contractor, so that the sub or co-contractor will not prejudice such rights. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the agency.

14. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

15. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

16. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

17. State's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* § 6986, the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

18. Potential Contract Overlap

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis

item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

19. Supplemental Solicitation

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

20. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

21. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov and https://dhss.bonfirehub.com. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

22. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

23. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

24. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

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 point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

25. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation. **State of Delaware terms will take precedence.**

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to decide.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C*. §§ 6981 and 6982. Professional services for this solicitation are considered under 29 *Del. C*. § 6982(b). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Division of Substance Abuse and Mental Health Director, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § 6982(b), to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and

participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* § 6986. Such selection will be based on the following criteria:
    - Needs of the Division
    - Funding Availability

Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
Experience and Expertise Scoring will be based on the content outlined under Technical Response Requirements in Attachment B-Scope of Work and Technical Requirements	**25**
Capacity to Meet Requirements Scoring will be based on the content outlined under Technical Response Requirements in Attachment B-Scope of Work and Technical Requirements	**25**
Program Design and Implementation Scoring will be based on the content outlined under Technical Response Requirements in Attachment B-Scope of Work and Technical Requirements	**35**
Sustainability and Pricing Scoring will be based on the content outlined under Technical Response Requirements in Attachment B-Scope of Work and Technical Requirements	**15**
Total	**100%**

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

3. **Proposal Clarification**
   The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. **References**
   The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. **Oral Presentations**
   After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

   The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

   The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

   All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

V. Contract Terms and Conditions

A. Contract Use by Other Agencies

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.

B. Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

C. General Information

1. The term of the contract between the successful bidder and the State shall be for one (1) year with four (4) optional extensions for a period of one (1) year for each extension.

2. As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

3. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services and may be required to sign additional agreements.

4. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.

5. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.

6. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.

7. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

8. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

9. Vendors are not restricted from offering lower pricing at any time during the contract term.

D. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

E. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

F. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

G. General Contract Terms

1. Independent Contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

2. Temporary Personnel are Not State Employees Unless and Until They are Hired

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

3. Work Performed in a State Building

Awarded Vendor(s) who have any employees carrying out any work related to the awarded contract at a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees.

4. ACA Safe Harbor

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

5. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2101.

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

6. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

Karen Records
Division of Substance Abuse and Mental Health
1901 N. DuPont Highway, Springer Building, New Castle, DE 19720
Karen.records@delaware.gov

7. Indemnification

a) General Indemnification

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.

b) Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively ""Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

(1) Procure the right for the State of Delaware to continue using the Product(s);
(2) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
(3) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

8. Insurance

a) Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any

and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.

b) The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

c) As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

(1) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

(2) Commercial General Liability - $1,000,000 per occurrence/$3,000,000 per aggregate.

(3) Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:

(a) $1,000,000 combined single limit each accident, for bodily injury;

(b) $250,000 for property damage to others;

(c) $25,000 per person per accident Uninsured/Underinsured Motorists coverage;

(d) $25,000 per person, $300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 *Del. C.* §2118; and

(e) Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

d) The successful vendor must carry at least one of the following depending on the scope of work being performed.

(1) Medical/Professional Liability - $1,000,000 per occurrence/$3,000,000 per aggregate

(2) Miscellaneous Errors and Omissions - $1,000,000 per occurrence/ $3,000,000 per aggregate

(3) Product Liability - $1,000,000 per occurrence/$3,000,000 aggregate

e) Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

f) Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

State of Delaware
Division of Substance Abuse and Mental Health
Contracts Unit
Administration Building
1901 North Dupont Hwy. New Castle, DE 19720

g) Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

h) To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

i) In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

j) The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided to agency contact prior to any work being completed by the awarded vendor(s).

k) The State of Delaware shall not be named as an additional insured.

l) Should any of the above-described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

9. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

10. BID BOND

There is no Bid Bond Requirement.

11. PERFORMANCE BOND

There is no Performance Bond requirement.

12. Vendor Emergency Response Point of Contact

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

13. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

14. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

15. Liquidated Damages

The State of Delaware may include in the final contract liquidated damages provisions for non-performance.

16. Dispute Resolution

At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this

Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

17. Remedies

Except as otherwise provided in this solicitation, including but not limited to Section V.G.15 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

18. Termination of Contract

The contract resulting from this RFP may be terminated as follows by Department of Health and Social Services (DHSS) Division of Substance Abuse and Mental Health.

a) Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will

define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

b) Termination for Convenience

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

c) Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

19. Non-discrimination

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

20. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

21. Vendor Activity

No activity is to be executed in an offshore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no

activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

22. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of Department of Health and Social Services (DHSS) Division of Substance Abuse and Mental Health.

23. Personnel, Equipment and Services

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

24. Fair Background Check Practices

Pursuant to 29 Del. C. § 6909B, the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. § 711(g) for applicable established provisions.

25. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

Delaware Sex Offender Central Registry at:
https://sexoffender.dsp.delaware.gov/

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

26. Drug Testing Requirements for Large Public Works

Pursuant to 29 Del.C. §6908(a)(6), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. §6962.

Final publication of the identified regulations can be found at the following:
4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects

27. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

28. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

29. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

a) the laws of the State of Delaware;
b) the applicable portion of the Federal Civil Rights Act of 1964;
c) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
d) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
e) that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with a through e (noted above) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

30. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

31. Assignment of Antitrust Claims

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

32. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

33. Affirmation

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

34. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

35. IRS 1075 Publication (If Applicable)

I. Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

(1) All work will be performed under the supervision of the contractor.
(2) The contractor and contractor’s officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
(3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor’s officers or employees authorized is prohibited.
(4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
(5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
(8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
(9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.
(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and 202 obligated to the agency under this contract.
(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.
(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

II. Criminal/Civil Sanctions

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.
(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.
(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 for each

unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. Inspection

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

36. Other General Conditions

a) **Current Version** – "Packaged" application and system software shall be the most current version generally available as of the date of the physical installation of the software.

b) **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.

c) **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.

d) **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.

e) **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered, and corrective action taken, until final system acceptance.

f) **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.

g) **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.

h) **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.

i) **Billing** – The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

j) **Payment** – The State reserves the right to pay by Automated Clearing House (ACH) or Purchase Card (P-Card). The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.

k) **W-9** – The State of Delaware requires a new vendor to complete the registration process through the Delaware Supplier Portal at http://esupplier.erp.delaware.gov. Successful completion of this registration enables the creation of a State of Delaware supplier record. The Taxpayer ID (SSN or EIN) and Applicant (supplier) name are submitted to the Internal Revenue Service for "matching". If the Taxpayer ID and name do not match, the vendor record cannot be approved.
It is the applicant's responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.
Any questions about completing this registration or specific comments about the registration, please contact supplier maintenance by phone at 302-672-5000

l) **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number HSS-26-053 on all

Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

m) **Purchase Card** – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract.

n) **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

VI. RFP Miscellaneous Information

A. **No Press Releases or Public Disclosure**

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

B. **Definitions of Requirements**

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, will and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

C. **Production Environment Requirements**

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

VII. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Appendix A – Minimum Response Requirements

- Appendix B – Scope of Work / Technical Requirements
- Appendix C – Required Forms
- Appendix D – First State Alliance of Recovery Residence Reference Materials
- Appendix E – DTRN Agreements
- Appendix F – SUPRT (Federal Grant Reporting Tools)
- Appendix G – Templates/Sample Agreements
  - Professional Services Agreement
  - Business Associate Agreement
  - DTI Terms & Conditions
- Appendix H – Work Plan Template

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, and 5 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 7) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to dsamh_housing@delaware.gov, with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured, and prices paid. Reports are required monthly, including those with "no spend". Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 49, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes minority (MBE), woman (WBE), veteran owned business (VOBE), or service-disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service-disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 8.

Accurate 2nd Tier reports shall be submitted to the contracting Agency's contract manager on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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Attachment 1

The Office of Supplier Diversity (OSD) has moved to the Division of Small Business (DSB)

Supplier Diversity Certification Applications can be found here:
Certifications - Division of Small Business - State of Delaware

Completed Applications can be emailed to: OSD@Delaware.gov

For more information, please send an email to OSD:
OSD@Delaware.gov or call 302-577-8477

Subscribe to the OSD Mailing List

New address for OSD:
Carvel State Building
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 / Fax: 302-736-7915
Email: OSD@Delaware.gov
Web site: https://osd.delaware.gov/Home/OSD

Dover address:
(Local applicants may drop off applications here)

99 Kings Highway
Dover, DE 19901
Phone: 302-739-4271

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

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Appendix A

MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page two (2) of the Request for Proposal including an Applicant's experience, if any, providing similar services.

2. The proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.

3. Pricing as identified in the solicitation.

4. One (1) complete and signed Non-collusion agreement (See Appendix C – Required Forms).

5. One (1) completed RFP Exception form (See Appendix C- Required Form) – please check box if no information – Form must be included.

6. One (1) completed Confidentiality Form (See Appendix C – Required Forms) – please check if no information is deemed confidential – Form must be included.

7. One (1) completed Business Reference form (See Appendix C – Required Forms) – please provide references other than State of Delaware contacts – Form must be included.

8. One (1) complete and signed copy of the Subcontractor Information Form (See Appendix C – Required Forms) for each subcontractor – only provide if applicable.

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

1. Proposals shall be submitted online at https://dhss.bonfirehub.com/

APPENDIX B

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

The State of Delaware, Department of Health and Social Services, Division of Substance Abuse and Mental Health (DSAMH) is soliciting proposals from qualified vendors for the operation and management of recovery residences in Delaware (statewide) that meet the standards of the National Alliance for Recovery Residences (NARR) Level II (Monitored) and Level III (Supervised) classifications.

Background

Delaware continues to face significant challenges related to substance use disorders, with many individuals requiring not just treatment, but stable, recovery-focused housing to sustain their progress. Recovery residences certified under the National Alliance for Recovery Residences (NARR) provide a proven framework for supporting individuals in early and sustained recovery. These homes are especially critical in bridging the gap between clinical treatment and full reintegration into society.

Delaware's affiliate of NARR, the First State Alliance of Recovery Residences (FSARR), ensures that all certified homes meet rigorous standards for safety, ethics, resident rights, and recovery support. By aligning with these standards, DSAMH aims to promote consistency, accountability, and quality across all recovery housing programs.

This initiative seeks to:

- Provide structured support for sustained recovery
- Reduce relapse and rehospitalization
- Promote community integration
- Improve housing stability

Client Target Population

Recovery Residence vendors will serve adult (age 18 and over) residents of Delaware, primarily diagnosed with a substance use disorder (can have a co-occurring mental health disorder) who require differing levels of structure and support to sustain their recovery.

Clients on any type of Medications for Opioid Use Disorder (MOUD) must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial. Vendors must assure that clients will not be compelled to no longer use MOUD as part of the conditions of any Recovery Residence programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.

NARR Level II Recovery Residences are suitable for individuals who:

- Have achieved a certain level of stability in their recovery and can largely manage their own recovery plan.
- Desire a safe, substance-free environment with rules and peer accountability, but not intensive daily supervision.

- Are expected to be employed or engaged in meaningful daily activities (i.e., school, volunteering) to meet any of their financial obligations.
- Can benefit from a peer-supported environment, relying heavily on the social model of recovery where clients/residents support each other.
- May be transitioning from a more intensive setting (like Level III/IV or ASAM 3.1) or directly from the community but need ongoing structure and accountability.
- May include specific sub-populations such as transition-aged youth (18-25 years old), women and dependent children, veterans, and justice-involved.

NARR Level III Recovery Residences are suitable for individuals who:

- May be transitioning from a more intensive setting (like ASAM 3.1 or higher treatment levels of care).
- Need more intense and structured support in developing their recovery capital than offered in Level I or II settings.
- Benefit from weekly, structured programming including peer-based recovery support services, life skills development (i.e., job readiness, budgeting), and recovery/resiliency groups.
- Require a higher level of oversight, typically with trained, supervised, or credentialed on-site staff to provide guidance and ensure adherence to rules.
- Employment may be limited during the early stages of residency, as participation in on-site recovery activities, central to the FSARR standard of structured recovery engagement, takes priority over full-time outside employment.
- Are in early recovery or have lower "recovery capital," meaning they need a more supportive environment to build the necessary skills for sustained recovery.
- May include specific sub-populations such as transition-aged youth (18-25 years old), women and dependent children, veterans, and justice-involved.

Service Functions

Recovery residences are sober, safe, and healthy living environments that promote recovery from substance use and associated problems. Recovery residences that adhere to the National Alliance for Recovery Residences levels of support, provide a bridge for those in the early stages of recovery to enter the community with the support many needs. NARR categorizes recovery residences into one of four levels of support ranging from self-governing/peer run (Level I) to service provider (Level IV). DSAMH seeks to procure NARR Level II and III Recovery Residences as defined in the highlighted areas below:

NARR National Association of Recovery Residences		RECOVERY RESIDENCE LEVELS OF SUPPORT			
		LEVEL I Peer-Run	LEVEL II Monitored	LEVEL III Supervised	LEVEL IV Service Provider
STANDARDS CRITERIA	ADMINISTRATION	• Democratically run • Manual or P& P	• House manager or senior resident • Policy and Procedures	• Organizational hierarchy • Administrative oversight for service providers • Policy and Procedures • Licensing varies from state to state	• Overseen organizational hierarchy • Clinical and administrative supervision • Policy and Procedures • Licensing varies from state to state
	SERVICES	• Drug Screening • House meetings • Self help meetings encouraged	• House rules provide structure • Peer run groups • Drug Screening • House meetings • Involvement in self help and/or treatment services	• Life skill development emphasis • Clinical services utilized in outside community • Service hours provided in house	• Clinical services and programming are provided in house • Life skill development
	RESIDENCE	• Generally single family residences	• Primarily single family residences • Possibly apartments or other dwelling types	• Varies – all types of residential settings	• All types – often a step down phase within care continuum of a treatment center • May be a more institutional in environment
	STAFF	• No paid positions within the residence • Perhaps an overseeing officer	• At least 1 compensated position	• Facility manager • Certified staff or case managers	• Credentialed staff

Primary service functions of NARR Level II and III Recovery Residences rely on the adherence to the NARR Code of Ethics and NARR Standards (Information on the NARR Code of Ethics and NARR Standards can be found on the FSARR website at https://fsarr.org/resources/). The standards are divided into four main areas of assessment:

- Administrative and Operational: Covers how a residence is managed, including clear policies, resident rights, and ethical practices.
- Physical Environment: Ensures residences are safe, healthy, and compliant with building codes.
- Recovery Support: Focuses on the services provided, such as peer support, mutual support groups, and a recovery-focused culture.
- Good Neighbor Practices: Addresses the residence's relationship with the surrounding community.

Recovery Residences shall be designed for a variable length of stay based exclusively on the needs of the individual served. However, DSAMH shall not pay for any fixed-rate claims for any client/resident that stays beyond a 2-year (24 month) consecutive period (episode) per NARR Level.

Recovery Residences must use the Delaware Treatment and Referral Network (DTRN) for the receival of clients/residents into their Recovery Residences and when making referrals for clients requiring access to behavioral health treatment and other recovery support services as

applicable. Vendors can refer to Appendix E of this RFP for information on the DTRN User Agreement and Provider Standards.

***Vendors may not provide or permit marijuana use for the purposes of treating substance use or mental disorders.**

Administrative Note of Reference: During SFY 2026, DSAMH contracted with 9 vendors, representing 18 NARR Level II (128 beds) and 23 NARR Level III (261 beds) Recovery Residences statewide. Annual contract values vary between $160,000-$2,477,235, pending number of locations, number of allocated beds, level of service, projected occupancy/monthly billing, and funding availability.

Safeguarding of Client/Resident Funds

The Vendor is responsible for safeguarding and managing client (resident) funds, and must:

- provide accountability for the property, and for management, receipt and disbursement of client/resident funds.
- notify DSAMH immediately in writing of any incident of misappropriation of resident/resident funds or property.
- arrange for representative payee services when warranted by the client's/resident's ability to manage his or her own funds.
- conduct an independent annual professional audit of all client/resident funds and submit audit findings to DSAMH annually during each awarded contract term.
- develop and submit copies of written, internal policies and procedures regarding client (resident) funds and property management to DSAMH.

Adherence to Policies and Procedures

Vendor is required to adhere to all federal, state and DSAMH policies, processes, procedures, requirements, rules, laws, and regulations, including, but not limited to, those listed in this RFP. Such policies include but are not limited to:

- DSAMH004 – Community Access Standards
- DSAMH007 – Contracted Religious Organizations
- DSAMH009 – Nicotine Policy
- DSAMH013 – Discharge from Services Policy
- Criminal Background Check
- DSAMH011 – Trauma Informed Care
- DSAMH012 – Provision of Culturally and Linguistically Appropriate Services
- DSAMH015 – Use of Gift Cards (applicable to federal funded contracts only)
- DSAMH029 – Community Incident Reporting Policy
- DSAMH030 – PCWFD Program Closure Policy
- Human Subjects Review Board
- Inclusion
- Delaware Code

    - Title 16-Health and Safety, Regulatory Provisions Concerning Public Health, Chapter 22A. “Recovery Housing”
    - HS1 for HB 114 “Matthew D. Klosowski Act”
    - Title 6 – Subtitle II – Chapter 25F – Patient Brokering https://delcode.delaware.gov/title6/c025f/index.html
- Any State and Local Ordinance as required for the operation of a dwelling
- The Drug-Free Workplace Act of 1988
- The Americans with Disabilities Act (PL 101-336)
- Any federal statutes listed under Fiscal Requirements and Funding Restrictions as related to contracts awarded with federal funding
- State of Delaware, Office of Management and Budget, Budget and Accounting Manual. https://budget.delaware.gov/accounting-manual/index.shtml
- Recovery Residences must align with standards set forth by the First State Alliance of Recovery Residences (FSARR), Delaware’s NARR affiliate. Recovery Residence Operators must participate in FSARR training and certification programs to maintain compliance (see Appendix D and https://fsarr.org/ for reference)

DSAMH reserves the right to modify, replace, or add to these policies with 60 days’ notice to Vendor. In the event of a policy modification or addition of new policy, the Vendor agrees to formulate a plan, in writing, regarding the Vendor’s compliance strategy with the modified or new policy.

Fiscal Requirements and Funding Restrictions

Selected vendors will be paid on a fixed-rate basis subject to state general funding and federal funding availability. The following is the established fixed rates for NARR II and III Recovery Residences:

NARR Level II Beds up to 90 days	$55.00 per occupied bed
After 90 consecutive days stay by client then	$50.00 per occupied bed
NARR Level III Beds up to 90 days	$60.00 per occupied bed
After 90 consecutive days stay by client then	$55.00 per occupied bed
NARR Level II/III Women & Children	$105.00 per occupied bed

***DSAMH shall not pay for any fixed-rate claims for any client that stays beyond a 2- year (24 month) consecutive period (episode) per NARR Level.**

To participate in this program:

- Vendor will be required to obtain a Unique Entity ID Number, register and provide updated information as required to the System for Award Management. Information about System for Award Management can be found at: https://www.sam.gov/.
- Vendor shall acknowledge DSAMH as a funding source in all publicity pertaining to this Scope of Work.

- Payments made will adhere to the State of Delaware, Office of Management and Budget, and Accounting Manual. https://budget.delaware.gov/accounting- manual/index.shtml.
- Vendor must be a non-profit or for-profit entity that has been in operation for over two-years and has an active Business License with the State of Delaware.
- Funds not expended before the expiration of any awarded contract will be reverted and no longer available. All invoices (regardless of funding source-federal or state) must be received within 60 days of the end of the contract performance period to be reimbursed.
- Vendor Recovery Residences must have active, valid NARR certification for each location (allocated beds must meet certification capacity allowance) throughout the term of the contract. Certification is obtained through Delaware's NARR affiliate, the First State Alliance of Recovery Residences (FSARR). Further information on FSARR practices can be found in Appendix D.
- For a Vendor that has a contract with DSAMH in place when this RFP is issued, that Vendor must have all outstanding Corrective Action Plans for deficiencies submitted to DSAMH for approval prior to submission.
- The funds received and expended under the executed contract must be accounted for and recorded by the selected Vendor to permit auditing and accounting for all expenditures in conformity with the terms and provisions of the executed contract, and State and Federal laws and regulations.
- The Vendor's fiscal records and accounts, including those involving other programs which, by virtue of cost or material resources sharing, are substantially related to the executed contract, shall be subject to audit by duly authorized Federal and State officials.
    - All fees paid to the Vendor shall be subject to claw back by DSAMH if such fees are determined by DSAMH or applicable governmental authority to be inappropriate for any reason.
    - All contracts are subject to Fiscal Monitoring. Vendors will be notified prior to the scheduled monitor date. The provider will be informed of the required documents for submission. The monitor process session will include review of invoices from the previous invoices submitted. Upon notice given to the Vendor's Executive Director or designee, representatives of DSAMH or other duly authorized State or Federal agencies shall have the right to inspect, monitor, audit and evaluate the program's fiscal records or other material relative to the executed contract. The Vendor must cooperate and comply with all audit activities and submit all requested materials in support of the expense and/or service being reviewed.
- Vendor is required to have an annual audit, conducted by an independent auditor, and provide DSAMH with a copy of the completed annual audit, including any related financial statements and management letters, within nine (9) months of the end of the Vendor fiscal year. Vendor must provide one bound copy via US Mail and an electronic (via the DHSS_DSAMHFiscalMonitoring@delaware.gov mailbox). Any DSAMH initiated audit shall neither obviate the need for, nor restrict the Vendor from conducting required annual corporate audits. Financial statements are to be prepared in accordance with appropriate generally accepted accounting principles. Audits must be performed in accordance with auditing standards generally accepted in the United States and Government Auditing Standards issued by the U.S. Comptroller General. When

required by the amount of the Vendor's total annual Federal award expenditures, the Vendor must comply with the requirements of the U.S. Office of Management and Budget (OMB) Uniform Grant Guidance, and its successors.

- Prohibited Costs: In determining unallowable costs, DSAMH mainly referenced, Subpart E of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). DSAMH will not pay for the following costs:
  - Start-up costs for new dwellings (acquisition, renovation or improvement of facilities or land) and the implementation of new Recovery Residences.
  - Costs incurred before the effective date or after the termination date of any contract.
  - Costs for services which have not been rendered; cannot be verified as having been provided according to standard DSAMH monitoring and audit procedures; have not been provided by DSAMH approved agencies and programs; have been provided to persons not authorized by DSAMH; have been provided to persons of less than 18 years of age, unless such persons have been approved in writing by DSAMH as eligible to receive services under the awarded contract; have been paid for by Medicaid or Medicare, by other third-party payers, by or on behalf of the recipient of services; or are a benefit offered as a covered service in any healthcare plan under which the client has been determined to be covered, or for which the client has been found to be eligible (unless such clients are specifically approved in writing by DSAMH as eligible to receive services under the awarded contract); and have not been provided by Delaware NARR Certified (via FSARR) Recovery Residences.
  - Costs incurred prior to the approval of the Purchase Order by the Delaware State Department of Finance.
  - Costs incurred in violation of any provision of the contract.
  - Costs of facility maintenance and repair.
  - Costs incurred for the purchase and maintenance of Vehicles.
  - Costs of political activities, including transportation of voters or prospective voters to the polls, activities in connection with an election or a voter registration effort, contributions to political organizations and expenses related to lobbying.
  - Costs of idle facilities. Idle facilities mean completely unused facilities that are excess to the organization's current needs. Unallowable costs related to the idle facility include maintenance, repair, rent, property tax, insurance and depreciation or use allowances.
  - Interest payments, late payment fees and penalties charged by Vendor because of late invoicing.
  - Costs related to fines or penalties imposed on the agency or legal fees related to the defense of the agency or any of its employees in any civil or criminal action.
  - Costs that violate any requirement or are identified as a prohibited activity in this scope of work.
  - Costs that violate any applicable Federal, State, or Local statute or regulation.

- Fixed-rate claims for any client beyond a two-year consecutive period (episode) per NARR Level.

- Provider Automated Billing System-DSAMH in collaboration with Gainwell Technologies (partner for Delaware Medical Assistance Portal and Delaware Medicaid Enterprise System) is developing a payer module for uninsured/underinsured fee-for-service claims and fixed rate Recovery Residence claims. DSAMH requests awarded Vendors cooperation for future interface as it will change how invoices are received.
- Federal funding requirements-Partial funding for Recovery Residence service is available via the State Opioid Response 4.0 grant, CFDA# 93.788, sponsored presently by the U.S. Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT). Select vendors shall be awarded a contract with these designated funds. The vendor(s) must comply with the following federal requirements as extracted from the present Notice of Award DSAMH received:
    - Standard terms of award:
        - Refer to the following SAMHSA website to access the Standard Terms applicable of the grant award for the current fiscal year (2025): SAMHSA Standard Terms and Conditions.
        - The grant program legislation and program regulation cited in the Notice of Award.
        - The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
        - 45 CFR Part 75 as applicable.
        - The current HHS Grants Policy Statement (GPS) took effect July 24, 2025. Recipients are required to comply with the HHS GPS. A revised HHS GPS will take effect beginning on October 1, 2025, and will supersede the current GPS.
        - Treatment of Program Income- Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.
        - The award notice, including the terms and conditions cited in the bullet point below.
    - Federal Terms and Conditions for SAMHSA Grant Awards
        - Prohibited Uses of Grant Funds in Harm Reduction Activities SAMHSA recipients are strictly prohibited from using Federal funds, directly or indirectly, including through cost-sharing, matching funds, or subsequent reimbursement, to support so-called "harm reduction" or "safe consumption" efforts that facilitate illegal drug use. Specifically, grant funds must not be used to purchase, distribute, or otherwise support the provision of drug paraphernalia as defined by applicable law. This

includes, but is not limited to, syringes, needles, pipes, or other supplies used for the injection, inhalation, or ingestion of illicit drugs. Funds are also prohibited from being used for sterile water, saline, or ascorbic acid when intended to facilitate drug use. While these prohibitions are in effect, this does not preclude the use of grant funds for legally permissible supplies and activities that align with evidence-based practices, such as the provision of naloxone or nalmefene, fentanyl or other drug test strips, or the facilitation of referrals to treatment.

- Failure to comply with any of these terms and conditions, as well as the HHS Federal grant regulations, may result in one or more enforcement actions. These actions can include the suspension or termination of the award, the withholding of future payments, and the recoupment of any misused funds. For more information on this new policy, please review the recent notice from Principal Deputy Assistant Secretary, Art Kleinschmidt, Ph.D., found on our website at Dear Colleague Letter: Executive Order on Ending Crime and Disorder on America's Streets.
- Antidiscrimination Compliance Requirement: By applying for or accepting federal funds from HHS, recipients certify compliance with all federal antidiscrimination laws and these requirements and that complying with those laws is a material condition of receiving federal funding streams. Recipients are responsible for ensuring subrecipients, contractors, and partners also comply.
- Title IX Compliance Requirement By accepting this award, including the obligation, expenditure, or drawdown of award funds, recipient certifies as follows: Recipient is compliant with Title IX of the Education Amendments of 1972, as amended, 20 USC 1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Title VI of the Civil Rights Act of 1964, 42 USC 2000d et seq., and Recipient will remain compliant for the duration of the Agreement.
- The above requirements are conditions of payment that go the essence of the Agreement and are therefore material terms of the Agreement.
- Payments under the Agreement are predicated on compliance with the above requirements, and therefore Recipient is not eligible for funding under the Agreement or to retain any funding under the Agreement absent compliance with the above requirements.
- Recipient acknowledges that this certification reflects a change in the government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this Agreement.
- Recipient acknowledges that a knowing false statement relating to Recipient's compliance with the above requirements and/or eligibility for the Agreement may subject Recipient to liability under the False Claims

Act, 31 USC 3729, and/or criminal liability, including under 18 USC 287 and 1001.

- Regulatory Requirements:
  - Applicable Regulatory Provisions-Prior to October 1, 2025, this award is subject to 45 CFR 75 except for eight flexibilities from 2 CFR 200 adopted by HHS on October 1, 2024, in Federal Register Notice 89 FR 80055. Starting on October 1, 2025, this award will be subject to any applicable provisions of 2 CFR 200 and 2 CFR 300.
  - Termination-Prior to October 1, 2025, this award is subject to the termination provisions at 45 CFR 75.372. Starting on October 1, 2025, this award is subject to the termination provisions at 2 CFR 200.340. Pursuant to 2 CFR 200.340, the recipient agrees by accepting this award that continued funding for the award is contingent upon the availability of appropriated funds, recipient satisfactory performance, compliance with the Terms and Conditions of the award, and to the extent authorized by law, a decision by the agency that the award continues to effectuate program goals or agency priorities.
  - Compliance with Court Orders-Any term or condition of the Notice of award, including those incorporated by reference, that HHS is enjoined by court order from imposing or enforcing shall not apply or be enforced as to any recipient or subrecipient to which that court order applies and while that court order is in effect.
  - Civil Rights Compliance Requirement-The Applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of1964, as amended (codified at 42 USC 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80); Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 USC 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 USC 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86); The Age Discrimination Act of 1975, as amended (codified at 42 USC 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91); and Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 USC 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92).
- SAMHSA requires that medications for the treatment of opioid use disorder (MOUD) is made available to those diagnosed with opioid use

disorder (OUD). MOUD includes FDA-approved treatments such as methadone, buprenorphine products, including single-entity buprenorphine products, buprenorphine/naloxone tablets, films, buccal preparations, long-acting injectable buprenorphine products, and injectable extended-release naltrexone.

- SOR grant funds must be used to fund prevention, risk mitigation, treatment, and recovery support services and evidence-based practices that are appropriate for the population(s) of focus.
- SOR funds shall not be utilized for services that can be supported through other accessible sources of funding such as other federal discretionary and formula grant funds, (i.e., HHS, CDC, CMS, HRSA, and SAMHSA, DOJ (OJP/BJA)), and non-federal funds, third party insurance, and sliding scale self-pay among others.
- SOR funds for treatment and recovery support services shall only be utilized to provide services to individuals that specifically address opioid or stimulant misuse issues. If either an opioid or stimulant misuse problem (history) exists concurrently with other substance use, all substance use issues may be addressed. Individuals who have no history of or no current issues with opioids or stimulants misuse shall not receive treatment or recovery services with SOR grant funds.
- Funds may not be expended through the grant or a subaward by any agency which would deny any eligible client, patient or individual access to their program because of their use of FDA-approved medications for treatment of substance use disorders (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine Mono product formulations, naltrexone products including extended-release and oral formulations or long acting products such as extended release injectable or implantable buprenorphine.) Specifically, patients must be allowed to participate in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program and ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder. Similarly, medications available by prescription or office-based implantation must be permitted if it is appropriately authorized through prescription by a licensed prescriber or provider. In all cases, MOUD must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial. Recipients must assure that clients will not be compelled to no longer use MOUD as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.
- SOR funds shall not be utilized to provide incentives to any Health Care Professionals for receipt of any type of Professional Development Training.

- Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder and stimulant use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended…in full accordance with U.S. statutory…requirements."); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.
- With approval, contingencies may be used to reward and incentivize treatment compliance. Clients may not receive contingencies totaling more than $75 per budget period. The contingency amounts are subject to change.
- Federal funding requirements for Data Collection and Performance Measurement is outlined under Measurement and Key Outcome Indicators of this scope of work.

Evaluation and Performance Measures

The goal of this portion of the scope is to establish sustainable systems to understand the program and its outcomes as simply as possible, integrating data collection into current systems wherever possible. DSAMH has the right to conduct any onsite evaluation and monitoring of the Vendor's activity at any time.

The extension of the service period of the contract is based on the past performance of the Vendor. The determination shall be based on, but not limited to, considerations of the following factors:

Performance Objective	**Method of Assessment**
Provide services as identified in Scope of Services	On-site/Desk monitoring, Monthly provider meeting participation, Review of program reports, third-party feedback
Compliance with all State and Federal statutes and regulations as applicable for the operation of services identified in this Scope of Work	On-site/Desk monitoring, Review of program reports, third-party feedback
Adhere to requirements in Professional Service Agreement, Divisional Requirements,	On-site/Desk monitoring, Monthly provider meeting participation, Review of program

Scope of Services, and Contract Fiscal information	reports, third-party feedback, Annual submission of policies, procedures, and plans outlined in scope of work
Reconcile accounts before submitting invoices	Review of Vendor invoices and back-ups to the invoices
Submit required invoices on time	Review of Invoices
Deliver required reports	Review of Reports and Deadlines

Quality Improvement

Vendor shall implement a method for identifying, evaluating, and correcting deficiencies in the quality and quantity of services to be provided under any resulting contract arising out of this RFP. The quality assurance plan shall include the proposed indicators essential to assess the Vendor's performance and the overall adequacy of services being provided to individuals in the target population.

1. Vendor must comply with HIPAA and 42 CFR, Part 2.
2. Vendor must comply with regular program and service reporting.

Measurement and Key Outcome Indicators

The Vendor will be required to a varied reporting process at the time of contracting and on an ongoing basis to monitor project milestones. Additional reporting measures may be asked of the Vendor ad hoc by DSAMH as needed. Below are the reporting measures that the Vendor shall be asked to collect:

- Monthly provider reporting to be submitted before scheduled monthly provider meeting with designated DSAMH Project Lead
- Consumer Reporting Form (CRF)
- Substance Abuse and Mental Health Services Administration (SAMHSA) Unified Performance Reporting Tool (SUPRT) (as applicable for awarded contracts funded by federal grant)

Monthly Provider Report

Presently, the Vendor shall submit monthly program reports to DSAMH_housing@delaware.gov by the 10th of each month for the preceding month of service. DSAMH shall establish the content and format structure of the report. As DSAMH reviews its various reporting mechanisms for the purpose of standardization across its behavioral health ecosystem, DSAMH reserves the right to shift the mechanism of how monthly program information is submitted which may include submission via a state contracted cloud-based survey platform. DSAMH shall provide the Vendor 60 days' notice of any report submission changes in writing.

The monthly provider report shall contain the following key outcome indicators:

- Resident Retention and Completion-monthly census to include number of referrals received and number of referrals accepted per month; Average length of stay per client

(target consideration should be ≥ 90 days average stay); percentage of residents completing desired recovery plan milestones (target consideration should be ≥ 75% milestone completion rate); rate of voluntary vs. involuntary discharges.

- Sobriety and Relapse Prevention-incidence of relapse and follow-up interventions (target consideration should be ≤ 10% relapse rate with documented interventions).
- Recovery Engagement-Participation rate in peer support meetings (target consideration should be ≥ 90% participation); engagement in structured recovery programming (target consideration should be ≥ 80% weekly participation).
- As part of the quality improvement plan, the monthly program report must also highlight issues raised either by the Vendor as continuous improvement objectives along with recommendations to address these objectives.

Consumer Reporting Form (CRF) Data Submission Requirements

All awarded vendors are required to submit Consumer Report Form (CRF) data for all publicly funded clients served. This includes all Medicaid, Medicare, and DSAMH-funded clients. Performance outcomes will be measured through submission of the CRF.

DSAMH's Research and Evaluation (RE) Unit maintains all CRF submission information and requirements at http://dhss.delaware.gov/dhss/dsamh/cpfrms.html. The Division reserves the right to update the website at its discretion and will notify the Vendor of any changes. Vendors are responsible for complying with all updates and changes.

The Vendor shall implement policies and procedures to ensure the complete, accurate, and timely submission of CRF data for all services for which the Vendor has incurred any financial liability, whether directly or through subcontracts or other arrangements. CRF data shall include all data elements specified in DSAMH's most recent reporting requirements and must meet applicable deadlines and formatting specifications.

CRF data must be collected in real time at the time of client admission and discharge within the DTRN360 module of the DTRN digital eco-system. Vendors using DTRN360 are expected to ensure their staff enter CRF data directly at the point of service to meet real-time data collection standards.

Vendors who submit CRF data electronically through an integrated Electronic Health Record (EHR) system must transition to a daily submission cadence. This daily submission must capture all client admissions, discharges, and demographic or clinical changes that occurred during that day. Vendors using electronic methods who are unable to meet the daily reporting requirement will be required to transition their staff to DTRN360 for real-time CRF data collection. Vendors can refer to Appendix E of this RFP for DTRN User Agreement and

Provider Standards for further information surrounding DTRN.

DSAMH RE will review CRF submissions daily and will notify Vendors of any incomplete or inaccurate records. Vendors will have three (3) business days from the date of notification to respond with corrected data or documentation confirming that the requested changes have been made. Vendors may request an extension in writing to investigate and resolve the

identified discrepancies. Extension requests will be reviewed and may be granted at the discretion of DSAMH RE.

Vendors utilizing an Electronic Health Record system will be provided with ninety (90) days' advance notice of any future changes to required data collection. This is to allow Vendors adequate time to coordinate with internal and external system vendors and implement necessary changes.

Substance Abuse and Mental Health Services Administration (SAMHSA) Unified Performance Reporting Tool (SUPRT)

Select vendors awarded contracts with federal funding shall be required to administer the intake (baseline), follow-up (six months), annual (one year from baseline) reassessment and discharge SUPRT client outcomes measure tool, achieving a 100% follow-up (six-months) and 100% annual reassessment expectation currently set forth by SAMHSA. This is a federally mandated requirement, and client-level incentives are available to support client engagement in follow-up SUPRT surveys. Awardee non-compliance in this area will result in corrective action, up to and including termination of award. SUPRT documents can be found for reference in Appendix F of this RFP. Awarded vendors must register for SUPRT training within 30 days of an executed contract.

DSAMH reserves the right to claw back or hold funds for program and federal grant reports not submitted timely or accurately.

Technical Response Requirements

The Vendor's responses to the categories below must describe how it will fulfill the requirements outlined in the scope of work. Vendor should ensure that all proposed solutions are consistent with DSAMH policies and procedures, and applicable regulations, standards, procedures, and best practices.

1. **Experience and Expertise (up to 25 points)**
    - Submit the most recent organizational chart and current Board of Director's roster (if applicable).
    - Submit proof that Vendor has been operating for at minimum two years.
    - Submit current Business License with the State of Delaware.
    - Submit current Delaware-based NARR certification for each proposed location.
    - Demonstrate experience operating NARR Level II or III Recovery Residences.
    - The Vendor must provide the qualifications and credentials of key personnel, along with the nature and extent of their involvement. Qualifications beyond credentials should also demonstrate experience working with individuals of the target population. The qualifications of these individuals shall be presented (in resumes or other formats).

2. **Capacity to Meet Requirements (up to 25 points)**
    - Submit staffing plan to support timely and consistent delivery of services as required for proposed NARR Level Locations.

- If conducting this project will require hiring/recruiting of one or more individuals who are not currently employed or enrolled by the organization, provide detailed position descriptions, including required qualifications and experience shall be submitted.
- Describe how the Vendor will manage the recruitment, hiring, training and supervision of staff. Training needs to include essential elements for staff development for the target population served. Vendors shall upload any Standard Operational Procedures, or other formal documents should they exist. Selected vendor shall provide these policies annually as part of the Division's contract monitoring process.

- Describe organizational strengths and challenges that will affect the ability of the organization to implement the proposed NARR Level II or III services within the specified timeframes.
- Demonstrate a strong commitment to recovery principles, trauma-informed care, and community integration.
- Identify the system in place for documentation, data collection, and reporting.

3. Program Design and Implementation (up to 35 points)

a. Programming

- Describe how the Vendor aims to conduct the services described in this SOW and how it will meet the needs of the target population. Vendors shall upload any Standard Operational Procedures, or other formal documents should they exist specifically for this service. Selected vendor shall provide these policies annually as part of the Division's contract monitoring process. In addition:
  - Describe method for reviewing and accepting client referrals into Recovery Residences (please ensure to include approaches for each NARR Level proposed if admission requirements vary). This shall include how Vendor verifies client residency status or where appropriate work with the client to establish residency and residency documentation.
  - Describe any program limits regarding accepting clients that may pose a safety risk to the client or others residing in the residence or vicinity of the proposed location.
- Provide strategies for participant engagement, retention, culturally responsive, and reasonable accommodations employed (consider needs for those that are pregnant, women and dependent children-based programming, veterans, justice-involved, and those in need of physical disability accommodations as examples).
- Describe how Vendor intends to comply to policies and procedures identified in this scope of work (this includes requirements regarding safeguarding client funds). Vendor shall upload any policies in place that support the agreeance of identified policies, processes, and regulations identified in this scope of work. Selected vendor shall provide these policies annually as part of the Division's contract monitoring process.
- The Vendor shall attach a Continuity of Operations (COOP) Plan. COOP Plans are intended to guide the Vendor as whole in the continued provisions of

essential operations and the re-establishment of critical business functions during and after a disaster occurs. Vendor shall submit COOP Plans annually as part of the Division's contract monitoring process.

b. Quality Assurance and Key Outcome Indicators
   - The Vendor shall submit a quality assurance plan for identifying, evaluating, and correcting deficiencies in the quality and quantity of services proposed under this scope of work. This plan should include a description of how the fidelity of the service will be sustained (i.e. methodology, reporting mechanisms used, etc.). This plan shall include performance targets and how these will be evaluated, tracked, and reported. Additionally, this plan shall include how client satisfaction and stakeholder satisfaction will be assessed. The selected Vendor shall submit an updated quality assurance plan annually as part of the Division's contract monitoring process.
   - Describe how the requested metrics outlined in this scope of work will be collected.

c. Proposed Work Plan Submission
   The Vendor shall complete and submit Workplan in template provided as an Appendix H of this RFP. Upon Award of this RFP, workplan will be incorporated as an Appendix to the executed contract. The Work Plan includes:
   - Areas of agreeance to service functions and requirements outlined in this Scope of Work
   - Vendor shall provide the name of their organization, the organization mission, the address(es) where the Vendor will operate and how the location(s) facilitates access for the client target population.
   - Vendor shall complete an Implementation Plan in chart format with milestones, target dates, and completion dates for each activity. The plan must cover start up through implementation of activities, including recruitment, hiring and orientation of key staff, auditing compliance needs with FSARR, DTRN/CRF training, SUPRT training (as applicable to awarded contract funding).

4. Sustainability and Pricing (up to 15 points)

Financial sustainability shall be evaluated by review of the following information:

- Vendor must provide a copy of the last independent A-133 audit, if it is required to conduct A-133 audit according to the federal requirements). If your A-133 audit resulted in administrative findings or corrective actions, the findings/corrective actions must be included in your submission to us along with your organization's response to those findings. Vendors that are not subject to an A-133 Audit must submit their most recent Independent Audit/Evaluation.
- Discuss any corporate reorganization or restructuring that has occurred within the last three years and discuss how the restructuring will impact the Vendor's ability to provide services proposed.

- The Division of Substance Abuse and Mental Health reserves the right to terminate the contract, based upon merger or acquisition of the Vendor, during the contract. Vendor must include a description of any current or anticipated business or financial obligations, which will coincide with the term of the awarded RFP contract.

As pricing is on a fixed-rate basis, vendor shall agree to fixed rates and compliance to fiscal requirements and federal funding requirements (as applicable to the awarded contract) presented in the work plan and this scope of work. Vendor shall also provide a projected value for a 12-month contract term in the work plan for each location. Final contract values are subject to negotiation upon contract award pending state general funding and federal funding availability.

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APPENDIX C

REQUIRED FORMS

Please refer to separate file:

The required forms listed below MUST be filled out in the Excel file and submitted as one file in Bonfire.

"Appendix – Forms - DHSS 010525.docx"

- **Non-Collusion Statement**
- **Vendor Information Sheet**
- **Business References**
- **Confidential Information Form**
- **Exceptions Form**
- **Subcontractor Form, if applicable**

APPENDIX D

FSARR Reference Materials

Please refer to the following links for items mentioned within Scope of Work and Technical Requirements under “Appendix D-FSARR Reference Materials”:

- Provider guide -https://fsarr.org/wp-content/uploads/Documentation-Review-Guide-for-Providers-FSARR-24-4.pdf
- Self safety - https://fsarr.org/wp-content/uploads/FSARR_Self_Safety_Assessment-1-1-1.pdf
- 3.0 - https://fsarr.org/wp-content/uploads/NARR_Standard_V.3.0_release_11-2018-1.pdf
- Documentation checklist - https://fsarr.org/wp-content/uploads/FSARR_Compliance_Documentation_Checklist-2-1.pdf

APPENDIX E

Please refer to file “Appendix E-DTRN Agreements” items mentioned within Scope of Work and Technical Requirements

APPENDIX F

SUPRT (Federal Grant Reporting Tools)

Please refer to link https://www.samhsa.gov/sites/default/files/gpra-suprt-a-tool.pdf for items mentioned within Scope of Work and Technical Requirements under “Appendix F-SUPRT”.

APPENDIX G

Templates/Sample Agreements

These **Templates/Sample Agreements** will be used to negotiate the final version of the Contract between Vendor and the State of Delaware.

These are ONLY Samples and as Placeholders

Please refer to separate file:
"**Appendix – Templates - PSA, BAA and DTI T&Cs – DHSS 010525.docx**"

- **Professional Service Agreement**
- **Business Associate Agreement**
- **DTI Terms & Conditions**