

State of Delaware

Insurance Coverage Office | 97 Commerce Way | Suite 201 | Dover, DE 19904

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NOTICE OF PROPOSAL
RFP # OMBIC0-17-001-WCTPA-001
PROVIDING THIRD PARTY ADMINISTRATION FOR
WORKERS' COMPENSATION CLAIMS

The State of Delaware is soliciting proposals for Third Party Administration for Workers' Compensation Claims pursuant to 29 Del C. §6981 et seq.

Sealed proposals will be received by the Insurance Coverage Office, 97 Commerce Way Street, Suite #201 Dover, DE 19904 until 3:30pm. June 30, 2017, for providing claims adjustment services for the State of Delaware's Self-Insured Worker's Compensation Program. At this time, the proposals will be publicly opened for inspection by any interested party.

The contract will be awarded by August 7, 2017 to be effective January 1, 2018. The initial term will be for eighteen (18) months beginning January 1, 2018. The State will have the option to renew the contract for three (3) one-year periods for FY2020 through FY2022.

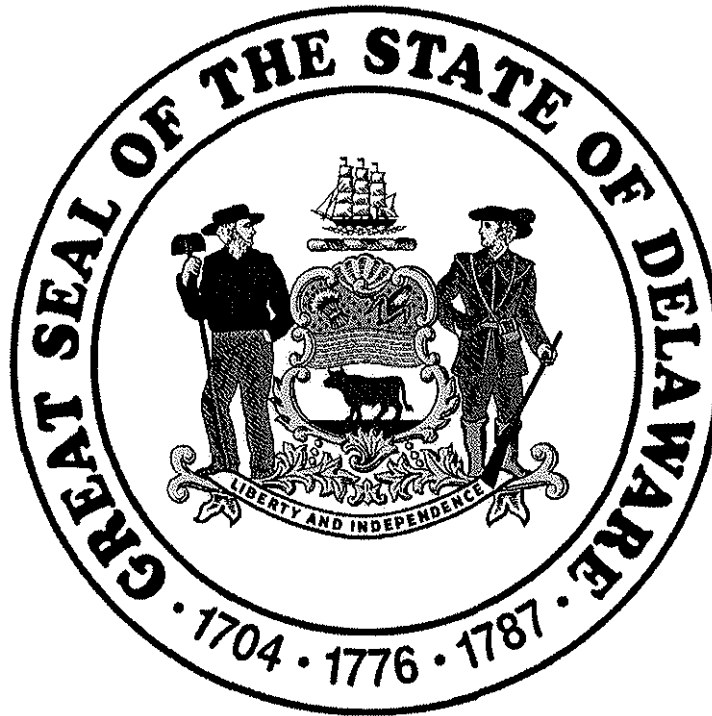
The State reserves the right to reject any and all proposals.

All bidders must be licensed Delaware Adjusters and guarantee their service. The bidder must have been in business for 10 years.

Specifications can be secured from the State of Delaware Procurement Portal.
<http://bids.delaware.gov/>

Debra Lawhead

Debra Lawhead
Insurance Coverage Office Administrator



Request for Proposals

(RFP # OMBIC0-17-001-WCTPA-001)

Third Party Administration for Workers' Compensation Claims

May 8, 2017

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I. Introduction -Statement of Purpose

Please find the enclosed Request for Proposals (RFP) for Third Party Administration for Workers' Compensation Claims for the State of Delaware program. The State of Delaware program is undergoing this process as a normal course of business. The RFP is intended to select a third party administrator to handle workers' compensation claims on behalf of the State of Delaware program. The proposals will be evaluated and selected Offerors will be invited to present their proposals. The State of Delaware will select one from this group with whom they will negotiate. The State of Delaware will then award the contract.

Despite any language contained herein to the contrary, this Request for Proposals does not constitute an offer and is intended solely to obtain competitive proposals from which the State of Delaware may choose a third party administrator that best meets the State of Delaware's needs.

II. Basic Instructions and Timeline

A. Acknowledgement of Receipt of the RFP

Please send acknowledgement of receipt and intent to respond to this RFP by **May 15, 2017**. If there is no intent to respond to this RFP complete the No Proposal Reply form found as Attachment 2 at the back of this proposal. Send the appropriate response via email to Debra Lawhead at debra.lawhead@state.de.us.

B. RFP Instructions/Requirements

- One (1) original, six (6) paper copies and one (1) copy on a jump drive of the RFP Response must be received by the State of Delaware Insurance Coverage Office in a sealed package on the date and time indicated below.
- Successful respondents must provide answers to all questions posed by this RFP in order to be considered as a prospective third party administrator for the State of Delaware. Please submit your responses in format described on pages 14 and 15.
- All of the mandatory requirements are outlined in this RFP must be included in any successful RFP response.

C. Primary Contact

Please address any questions via email to Debra Lawhead no later than **May 26, 2017, 2:00pm EST**. Contact information is as follows:

Debra Lawhead
Phone: (302) 739-3651
Fax: (302) 739-5345
Email: debra.lawhead@state.de.us

D. Submission Closing Date and Instructions

The **closing date** for all responses is **June 30, 2017**, at or before **3:30 PM EST**. Responses received or submitted after the specified time will **not** be accepted. Please provide one (1) original, six (6) paper copies and one (1) copy on a jump drive of your response to Debra Lawhead at:

State of Delaware Insurance Coverage Office
97 Commerce Way Suite #201
Dover, DE 19904

E. Presentations

On **July 20, 2017** selected vendors may be requested to present an oral proposal to the State of Delaware during the week of **July 24, 2017**. Two (2) hours time will be allocated for the proposed vendor to present their qualifications and to entertain any questions the State of Delaware may have regarding their response. The choice of vendor and/or the decision to entertain oral proposals by prospective vendor is solely at the discretion of the State of Delaware.

F. Anticipated Timeline

Event	Date	Time
RFP Released	<i>May 8, 2017</i>	
Acknowledgement of Receipt	<i>May 15, 2017</i>	
Deadline for Questions Regarding the RFP	<i>May 26, 2017</i>	<i>2:00 PM EST</i>
Proposal Closing Date	<i>June 30, 2017</i>	<i>3:30 PM EST</i>
Vendor Presentation Notification (If Any)	<i>July 20, 2017</i>	
Vendor Presentations (If Any)	<i>Week of July 24, 2017</i>	
Vendor Selection	<i>August 7, 2017</i>	
Contract Commencement	<i>January 1, 2018</i>	

G. Forms/Documentation

The following documentation must be submitted with your proposal:

- Applicable Certificates of Insurance
- State of Delaware Business License
- W-9
- Non-Collusion Statement (Attachment 3)
- Office of Minority and Women Business Enterprise Certification Application, **if applicable** (Attachment 4)
- Applicable Required References
- Include a copy of your contact for services modified to reflect the requirements of this RFP as an attachment to the proposal.
- Provide evidence that your firm has been in the business providing claims adjustment services for 10 years.

III. State of Delaware Background Information

A. About the State of Delaware

The State of Delaware government encompasses legislative, judicial and executive branches that include over fifteen full service agencies to maintain Delaware's environment, support its' infrastructure, and respond to the needs of its' citizens and residents. These agencies, among various others, include the Department of Transportation, the Department of Technology and Information, the Department of Natural Resources and Environmental Control, the Department of Homeland Security, the Department of Corrections, the Department of Education and the Department of Services for Children, Youth and Their Families. The State of Delaware is the largest employer in Delaware.

The State of Delaware Insurance Coverage Office (ICO) serves the insurance needs of Delaware state government and partial insurance needs of higher education, Delaware school districts, Delaware Transit Corporation and the Volunteer Fire Companies. The Insurance Coverage Office supports all state agencies in protecting their employees, the general public and the State's physical assets through fiscally responsible, effective and timely comprehensive insurance management and safety/risk management strategies, policies and services. The insurance coverage provided for state entities through the ICO can be a combination of self-funded programs and supplemental excess coverage or stand-alone coverage. Excess and stand-alone coverages are purchased through insurance brokerage services.

Additionally, the State of Delaware Statewide Benefits Office (SBO) sponsors a Disability Insurance Program (DIP) comprising of a short term disability (STD) and a long term disability (LTD) program to employees hired into position covered by the Delaware State Employees' Pension Plan. Disability benefits are currently offered to approximately 33,000 State employees, 200 Delaware Solid Waste Authority employees and 1,300 University of Delaware employees. The DIP is a legislated program based on Title 29, Chapter 52a of the Delaware Code, enacted July 1, 2005.

Most employees who are injured at work are also enrolled in the DIP and entitled to benefits and wages from the State of Delaware's workers' compensation (WC) program **and** the DIP. As indicated in Rules 8.6, 8.6.6, 16.5 and 16.5.1 of the Disability Insurance Program Rules & Regulations posted on the Statewide Benefits Office website at www.ben.omb.delaware.gov, WC benefits are an offset

to DIP wages in both the STD and LTD programs. To be sure that employees are not paid more than 100% of their pre-disability salary, WC filing, award and denial information must be shared with the DIP vendor.

The STD program pays wages up to 75% of the employee's pre-disability base salary, paid on a bi-weekly basis through the State's payroll system known as "PHRST" while the LTD program pays wages up to 60% of the pre-disability base salary the employee was making at the time of the injury. LTD benefits are paid monthly by The Hartford directly to the claimant. Furthermore, the Appoquinimink, Brandywine, Christina, and Red Clay school districts and the University of Delaware enhanced their LTD programs with a buy up option of 6 2/3% for a total benefit of 66 2/3%.

Effective January 1, 2006, The Hartford was selected to provide a fully-insured LTD program and administrative services for the self-insured STD program along with a small grandfathered closed group that is a self-funded LTD program. Eligible participants include the State's pension eligible employees, including school district, charter school, university and community college employees. Throughout the three counties that make up the State of Delaware, each agency's human resource office exercises a high degree of independence and the State pays 100% of the cost for the DIP. Within the DIP also exists a legislated return to work (RTW) program under 29 Del. C. § 5257 that provides RTW assistance with both STD and LTD enrollees.

The Statewide Benefits Office (SBO), within the Office of Management and Budget (OMB) functions as the administrative arm of the State Employee Benefits Committee (SEBC) responsible for the administration of all statewide benefit programs including disability.

You may view information specific to the SEBC and DIP at the following website:

www.ben.omb.delaware.gov

B. Management

Director, Office of Management and Budget:	Mike Jackson
Director of Statewide Benefits/Insurance Coverage:	Brenda Lakeman
Insurance Coverage Office Administrator:	Debra Lawhead
DIP Program Administrator:	Leslie Ramsey

C. Current Third Party Administrators:

The State of Delaware's current Third Party Administrator is PMA Group.
DIP, STD program - The Hartford

IV. Description of Services Requested

The contract will be for all State agencies, public schools, charter schools, state supported institutions of higher education, Port of Wilmington, Delaware Transit Corporation, Delaware Solid Waste Authority and volunteer fire companies. As used herein at times, State means State of Delaware, Department means Department of Labor and Board means Industrial Accident Board.

CONTRACT PERIOD

This contract shall be for a eighteen months (18) month period from January 1, 2018 to June 30, 2020 three (3) one year extensions are possible. It shall include the adjustment of claims incurred during this period and reported subsequent to January 1, 2018. It shall include the serving of these claims throughout *the life of the claim (cradle to grave)*. There must be 120 days written notice of the termination of this contract for any or no reason, other than breach, by the parties to each other without cause.

Termination for cause requires 30 days written notice.

RISK

Covered by this RFP are approximately 56, 000 employees in all phases of government activities, public education, higher education, and an additional 6000 paid and volunteer firefighters as defined in 19 Del Code §2312, and HAZMAT team members as defined in 19 Del Code §2317. The concentration of employees is primarily in New Castle County with the remaining one-third in the other two counties.

THE CLAIMS ADMINISTRATOR SHALL

The minimum requirements below are mandatory. Failure to meet any of the minimum requirements outlined in the RFP may result in disqualification of the proposal submitted by your organization.

The Insurance Coverage Office will not respond to a question in the question and answer process that asks whether or not a bid would be disqualified if the vendor does not meet a specific minimum requirement. The bid must be submitted and then analyzed in its entirety. If you cannot comply with one of the minimum requirements please indicate why and what, if any portion, of that requirement could be provided.

1. Adjust all claims for accidents for which workers' compensation claims are presented;
2. Contact all claimants, whose claim involves lost time, by personal contact, phone or in writing, within twenty-four (24) hours of the receipt of the Employer's First Report of Injury and handle all claims in accordance with accepted adjusting procedures complying with the provisions set forth under Delaware Workers' Compensation Law;
3. Prepare and file with the Department of Labor agreements and final receipts, and any other forms required by statute or rule;
4. Issue drafts to the claimant for compensation and/or to the medical facility for the medical expenses as required by Agreement on Compensation or Board order. Payments shall be in accordance with the workers' compensation laws of the State of Delaware;
5. Maintain claim records and submit comprehensive reports which will allow the State to make a proper analysis of this exposure. An OSHA 300 Log must be provided. Monthly reports of summary costs by department will be required. Summary reports by specific DDS (department, division, section) code will be required on a semiannual basis for all fiscal years. The fiscal year for the State is July 1 to June 30. Specimen copies of the reports you expect to provide in response to these requirements along with any other standard reports you intend to provide shall be attached as exhibits to the proposal.
6. Maintain an office in the State with a designated team of not less than six (6) qualified lost time and one (1) medical only, licensed, bonded adjusters and supervised by an individual familiar with all phases of Delaware workers' compensation claims with at least seven (7) years of experience. Your firm must have been in existence for a minimum of ten (10) years. Each proposal shall include brief resumes of the staff and supervisor(s) who will be handling these claims;
7. Be responsible at your expense for all fines or penalties levied by a court or the Industrial Accident Board as a result of improper claims handling;
8. Be responsible for employing medical, legal or surveillance experts in cases where such services are required. Costs will be paid by the adjusting company, and reimbursed by the Insurance Coverage Office with the indemnity and other medical expenses. The expenses should also be recorded in such a manner as to distinguish medical management from surveillance, etc. There must be adequate recording of expenses in separate classes of payment to distinguish indemnity from medical from expenses. There must be adequate recording of medical charges and payments made by specific service basis, (the use of ICD-10 or DRG is preferred);

9. Ensure that the State's electronic data and information is confidential and the electronic transfer, storage and processing systems are protected.
10. Provide exceptional customer service to workers' compensation claimants, multiple human resource offices and representatives from the ICO, SBO and the State's DIP vendor.
11. Participate on scheduled and/or on an as needed basis in meetings and/or conference calls with representatives of SBO and the DIP vendor in addition to the ICO.
12. Provide the DIP vendor with weekly reports containing the following WC award information until such time as an electronic daily feed of this information will be provided by your organization to the DIP vendor:
 - a. WC Claim number
 - b. WC Adjuster's Name
 - c. Injured Worker/Claimant Name
 - d. WC Check Issue Date
 - e. WC Payment Amount
 - f. Location Code (Department/Division Code where employees works)
 - g. Location Name
 - h. WC Pay Start Date
 - i. WC Pay End Date
 - j. WC Disability Start Date
 - k. WC Accident Date
 - l. Benefit Type Description
 - m. Comp Wage
 - n. TPD Rate
 - o. NCCI Part Description
 - p. Weekly wage
 - q. Full RTW Date
 - r. Birth Date
 - s. SSN (Last 4 digits)
 - t. Next Office Visit
13. Fully engage in multiple conference calls, meetings and possible onsite visits required to create, establish and implement an electronic daily feed of WC information described in 12 above, to include claim filing and pending status information your organization will provide to the DIP vendor. In an effort to increase and improve efficiency, communication and administrative processes between the WC and DIP programs, the ICO, SBO, DIP and selected WC vendor will immediately work on this project with a negotiable projected go live date.
14. Until the daily electronic feed project described in question 13 above becomes effective, provide the DIP vendor with limited, restricted access to your WC claims system for multiple users (up to 60) so the most recent and up-to-date WC data is used by the DIP vendor when adjudicating an STD and/or LTD claim for offset purposes

15. Work with the ICO, SBO and DIP vendor on a process where your organization will request verification of claimant's eligibility for STD and/or LTD wages before WC benefits are paid to a claimant. The claimant's net recovery of STD will be applied against any TTD/TPD owed and serve as a credit or offset to WC benefits.
16. Prior to all global commutation discussions, your organization will first confirm whether the WC claimant is receiving or is eligible to receive DIP benefits so that any appropriate credit/offset to be applied to those future benefits from the commutation sum are appropriately negotiated and identified in the commutation agreement.
17. Where there is full or partial commutation of a workers' compensation claim that includes lost wages and the claimant is receiving or eligible to receive STD and/or LTD benefits from the DIP, your organization will specifically identify the portion of the commutation sum that represents future lost wages and this allocation must come from the claimant's net recovery, after attorney fees have been deducted.
18. Please confirm that your organization will not use the names, home addresses or any other information obtained about participants of the DIP for the purpose of offering for sale any property or services that are not directly related to services negotiated in the RFP without the express written consent of the State.
19. Please confirm your organization will work with the DIP Return To Work (RTW) Coordinator on an as needed basis to return eligible STD and/or LTD claimants back to work.
20. Please confirm your organization will provide bi-weekly notifications to multiple human resource offices of WC approval periods and award information that will match the pay period dates shown in the State of Delaware PHRST System Availability Schedule (see attachment)..

The above list is not all inclusive and may change during the contract term. The selected Third Party Administrator should be able to effectively demonstrate a breadth of capabilities beyond those listed above.

V. Technical Proposal

A.. SCOPE OF SERVICE

1. Adjust all claims for accidents for which worker's compensation claims are presented for all of the approximately 56,000 employees in all phases of government activities, public education, higher education, and an additional 6,000 paid and volunteer firefighters as defined in 19 Del Code Section 2312, and HAZMAT team members as defined in 19 Del Code, Section 2317.
2. Contact all claimants, whose claim involves lost time, by personal contact, phone or in writing, within twenty-four (24) hours of the receipt of the Employer's First Report of Injury and handle all claims in accordance with accepted adjusting procedures complying with the provisions set forth under Delaware Workers' Compensation Law;
3. Prepare and file with the Department of Labor agreements, final receipts and any other forms required by statute or rule;
4. Issue drafts to the claimant for compensation and/or to the medical facility for the medical expenses as required by Agreement as to Compensation or Board order. Payments shall be in accordance with the worker's compensation laws of the State of Delaware;
5. Maintain claim records and submit comprehensive reports which will allow the State to make a proper analysis of this exposure. An OSHA 300 Log will be provided. Monthly reports of summary costs by department will be required. Monthly check registers or copies of checks must be provided with each indemnity check run and provided to each agency. Summary reports by specific DDS (department, division, section) code will be required on a semiannual basis for all fiscal years. The fiscal year for the State is 7/1 to 6/30. Specimen copies of the reports you expect to provide in response to these requirements along with any other standard reports you intend to provide shall be attached as exhibits to the proposal;
6. Maintain an office in the State with an available staff of not less than seven (7) qualified, licensed, and bonded adjusters (6 lost time and 1 medical only) and at least one (1) supervisor familiar with all phases of Delaware workers' compensation claims with at least seven (7) years of experience. Your firm must have been in existence for a minimum of ten (10) years;

7. Be responsible, at your expense, for all fines or penalties levied by the Court or Industrial Accident Board as a result of improper claims handling;
8. Be responsible for employing medical, legal or surveillance experts in cases where such services are required. Costs will be paid by the adjusting company and reimbursed by the Insurance Coverage Office with the indemnity and other medical expenses. The expenses should also be recorded to distinguish medical management from surveillance, etc. There must be adequate recording of expenses in separate classes of payment to distinguish indemnity from medical and from expenses. There must be adequate recording of medical charges and payments made by specific service basis, (the use of ICD-10 or DRG is preferred);
9. Be responsible for the handling of subrogation to its proper conclusion. Provide Insurance Coverage Office with periodic reports as to the results of your subrogation efforts.
10. The successful bidder will be responsible for servicing any claims older than three years which may have to be reopened during the contract period.

B. GENERAL QUESTIONS

- Explain how you will, in conjunction with the State of Delaware's Insurance Coverage Office provide in person training seminars to the agency's staff who are involved in processing workers' compensation claims or losses on the essential elements of effective and efficient claims management and loss prevention techniques.
- Is your organization willing to co-sponsor live trainings or webinars with the DIP vendor at no additional cost to the State?
- The Workers' Compensation program and the Disability Insurance Program are two separate programs operating under different governing regulations. As a result, the process flow and materials (e.g., forms) required by the employee for return to work purposes may vary. Describe how you will work with the Insurance Coverage Office, Statewide Benefits Office, State of Delaware's dedicated Return to Work Coordinator and the State's Disability Vendor (The Hartford) to streamline the return to work process and materials for claimants receiving Workers' Compensation and Disability Insurance benefits (STD and/or LTD).
- Describe your workers' compensation claims handling experience in Delaware. How long have you handled workers' compensation claims in Delaware?
- Describe your involvement with the changes or proposed changes in legislation, rules and regulations affecting the Workers' Compensation program in the state.

- Describe in detail how you would propose to structure your operation to manage the State's claims, including office staffing model and Home Office involvement/oversight.
- Provide evidence that your firm maintains an office in Delaware with the available staff. If you do not have this, will the award of this contract require you to add space and/or staff? How will you fulfill this requirement? What is the time zone and standard hours for your customer service office?
- Provide your company's supervisor, numbers of direct reports and average pending claim count per adjuster, as well as the maximum pending claims count allowed.
- Include an organizational chart including locations of your current Delaware claims offices.
- Explain how you will, in conjunction with the State of Delaware's Insurance Coverage Office provide in person training seminars to the agency's staff who are involved in processing workers' compensation claims or losses on the essential elements of effective and efficient claims management and loss prevention techniques.
- Describe in detail your financial reports that show indemnity paid by type – temp total, temp partial, disfigurement and permanency. Please provide a sample of your reports that meet this requirement.
- Describe your financial reports that show medical paid by type – provider, diagnostic, Hospital, pharmacy, and DMEs. Please provide a sample of your reports that meet this requirement.
- Describe in detail your financial reports that show expenses paid by type – legal, surveillance, cost containment, PPN access, CMS filing, and ISO claim filing. Please provide a sample of your reports that meet this requirement.
- Describe in detail your financial reports on settlements. Please provide a sample of your reports that meet this requirement.
- Provide a detail report of lost days by location on a quarterly basis or as requested. Please provide a sample of your reports that meet this requirement.
- Describe in detail your medical management and medical cost containment fees for services proposed to the State of Delaware to include the following:

- List all of the medical cost containment services included in your claim service fee.
 - List all of the medical cost containment services provided by you or your vendor partners that are not included in the claim service fee with the itemized charges
 - Outline all medical cost containment services provided to you by an outside vendor, including PPO, Nurse Triage, Dedicated Nurse Case Manager or any other proposed services.
- Be responsible for the handling of subrogation to its proper conclusion. Provide us with periodic reports as to the results of your subrogation efforts.
- The State would like the ability to input log notes. Can you comply?
- The successful bidder will be responsible for servicing any claims older than three years which may have to be reopened during the contract period. Please confirm.
- Winning bidder must be SSAE16 certified. Please confirm.
- Provide suggested solutions on how to decrease claims experience, i.e. supervisor training, safety training, site risk analysis.
- Provide a detail project plan and schedule that, at a minimum: Identifies each major phase and milestone in the overall development and installation of services, beginning with the receipt of Notice to Proceed from the State.
- Please provide flowcharts describing the decision tree(s) for use of an outside adjuster to meet face to face with claimants, implementing outside contractors to provide such services as medical examinations, occupational/vocational rehabilitation, stay at home/return to work/rehire services, review of medical bills, adjustment of medical bills to fee schedule, and surveillance. The State is seeking an aggressive vendor in managing the claims.
- Please include copies of the causes of loss table utilized by your company.
- Please provide a project timeline for implementation and completion of the electronic daily feed for sending Workers' Compensation award information from your organization to the Disability Insurance Vendor.
- Describe your organization's methods for tracking claims. If online, can claim tracking be made available to the DIP Vendor, SBO, multiple human resources offices and participants?

- How does your organization avoid duplicate payments of the same claim? If duplicate payments or overpayments are made, what are your procedures for recovery of the overpayments or duplicate payments?
- As State Personal Injury Protection (PIP) benefits are an offset to STD and LTD wage payments and sometimes an offset to WC benefits, please indicate your organization's ability to receive (integrate) PIP award information while managing workers' compensation disability claims.
- Does your organization use subcontractors for WC claim adjudication services?

C. REFERENCES

Please provide three (3) references. Include contact name, address, telephone number, email address and the size of the account.

D. PAYMENT

Reserve Funds will be advanced to the claims administrative contractor from which they will issue drafts to claimants, medical providers, vocational and rehabilitation agencies, legal counsel, and expert witnesses. The State reserves the right to audit this account at any time during normal working hours, without prior notice. If the State deems necessary, they also have the right to require a surety bond to the extent of the monies held by the contractor.

The State will maintain a Reserve Fund of one month paid claims with the administrator.

The cost of the claims services will be paid on a monthly basis.

E. METHOD OF BIDDING

It is requested that proposals be provided on a fixed annual fee with a provision for supplementary billing on a per case basis in the event claims exceed the average of 950 lost time claims, 2500 medical claims and 650 record only claims. The bid shall include the proposed fee for each of the years of the contract.

Alternate proposals for billing will be considered if accompanied by a detailed explanation.

The above items are the minimum points of information required in the proposal. Please also submit any other comments, suggestions, or points of information deemed appropriate to support your proposal.

VI. Proposal Response Format

A. Introduction

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. Cover Letter

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the vendor's ability to provide the services specified in the RFP.

The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware Insurance Coverage Office.

C. Table of Contents

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

D. Body of Proposal Format

Proposals should be formatted to follow the outline of **Section V Technical Proposal**. Each proposal must contain a detailed description of how the vendor will provide each of the services outlined in this RFP by addressing each question in the order in which it is presented in **Section V Technical Proposal**. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the vendor will provide that are not mentioned in the RFP.

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the vendor's offer to meet the requirements of the RFP. NO RING BINDERS PLEASE.

E. Attachments

All Attachments, Exhibits or Required Documentation should be clearly identified and follow the body of the proposal.

F. Incurred Expenses

The State will not be responsible for any expenses incurred by the vendor in preparing and submitting a proposal.

G. Addenda to the RFP

If it becomes necessary to revise any part of this RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. 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.

H. Right to Reject Proposals/Waive or Correct Minor Irregularities

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.

VII. Evaluation Criteria

The selection committee, will read, screen, and rank all proposals. The short-listed firms, ranked by using the evaluation criteria outlined below, may be invited for interview and presentation. The selection committee will then determine one offeror with whom to negotiate. Once the negotiations are complete, the selection committee will award the contract.

Evaluation Criteria

Qualification / Experience: 40 points

Experience and demonstrated ability to comply with the requirements of a contract of the magnitude of the described in section V - Technical Proposal of this RFP.

Fees: 30 points

The standard customary prices for the services required by this RFP as submitted by the proposing firms to be used for evaluation purposes only, subject to final negotiation.

Quality of Proposal/Reports: 15 points

The quality of the proposal, clarity of the management and summary loss reports required by the RFP.

Reference Check/Presence in Delaware: 15 points

The selection committee consideration in this category will be the satisfaction of clients as evidenced by the references provided in the RFP Response.

VIII. Administrative Conditions and Mandatory Requirements

The following items apply to the administrative conditions and requirements of this RFP. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the State of Delaware, to determine the proposal as “non-responsive” to the RFP, potentially eliminating the responding vendor from consideration. The contents of the proposal of the successful respondent, as accepted by the State of Delaware, will become part of any contract awarded as a result of this RFP.

A. Schedule

The dates established for the procurement are:

Event	Date	Time
RFP Released	<i>May 8, 2017</i>	
Acknowledgement of Receipt	<i>May 15, 2017</i>	
Deadline for Questions Regarding the RFP	<i>May 26, 2017</i>	<i>2:00 PM EST</i>
Proposal Closing Date	<i>June 30, 2017</i>	<i>3:30 PM EST</i>
TPA Presentation Notification (If Any)	<i>July 20, 2017</i>	
TPA Presentations (If Any)	<i>Week of July 24, 2017</i>	
TPA Selection	<i>August 7, 2017</i>	
Contract Commencement	<i>January 1, 2018</i>	

B. Proposal Submission Information

Submission Date and Time

Friday, June 30, 2017; 3:30 PM EST

One (1) Original, Six (6) paper copies and one (1) copy on a jump drive must be submitted.

Submission Office:

State of Delaware Insurance Coverage Office
97 Commerce Way Suite 201
Dover, DE 19904

Respondents shall clearly mark their submittal package with the title of this RFP and the name of the responding firm, addressed to Debra Lawhead, Insurance Coverage Office Administrator. The original proposal shall be marked “Original” to distinguish it from the six (6) copies.

The proposals shall be publicly opened at the time and place specified by the Insurance Coverage Office. Vendors or their authorized representatives are invited to be present.

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Only those RFP responses received prior to or on the submission date & time will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of ninety (90) days.

C. User Department Information

The User Department for these services is: State of Delaware Insurance Coverage Office and the Statewide Benefits Office.

D. Organizational Representative for this Solicitation

Please direct all questions in writing to:

Debra Lawhead, Insurance Coverage Office Administrator

Phone: (302) 739-3651

Fax: (302) 739-5345

Email: debra.lawhead@state.de.us

E. Permits and Licenses

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at its own expense.

F. State of Delaware Business License

As part of the application process all vendors must either furnish the State of Delaware Insurance Coverage Office 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 this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

G. 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 (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 proposals.

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.

H. Statutory and Other Requirements

1. Compliance with Laws

Any contract entered into between the contractor and State of Delaware must be in accordance with and subject to compliance by both parties with all Federal, State or County laws, ordinances and regulations affecting their business. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

2. Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein.

3. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is included herein, shall be properly executed and submitted with the RFP response.

4. Insurance and Indemnification

- a. Contractor 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 Contractor's 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 Contractor in their performance under this Contract.
- b. The Contractor 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 Contractor is an independent contractor and is not an employee of the State.
- c. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

1) Commercial General Liability \$1,000,000 each occurrence

And

2) Professional Liability \$5,000,000

The contractor further covenants and agrees to indemnify and hold harmless the State of Delaware from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.

I. Disqualification of Proposals

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

1. 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;
2. 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;
3. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
4. Has violated contract provisions such as:
 - a) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - b) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
5. Has violated ethical standards set out in law or regulation;
6. Has submitted more than one proposal for the same contract from an individual, firm, or corporation under the same or different names;
7. Presents evidence of collusion among bidders;
8. Has unsatisfactory performance record as evidenced by past experience;
9. Presents unit prices that are obviously unbalanced either in excess or below reasonable cost analysis values;
10. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning; and
11. 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.

J. Failure to Enter Contract

Should the respondent, to whom the contract is awarded, fail to enter into a contract the State may then, at its option, accept the proposal of another respondent.

K. Commencement of Work

- a.) The term of the contract between the successful bidder and the State shall be an initial term of eighteen (18) months beginning January 1, 2018. The State will have the option to renew the contract or three (3) one year periods for FY2020 through FY2022.
- b.) 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.
- c.) 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.
- d.) 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.
- e.) The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of this contract.
- f.) 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.
- g.) 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.

L. Termination of Contract

Termination for Cause: If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the State of Delaware shall thereupon have the right to terminate the 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 the contract shall, at the option of the **State of Delaware**, 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 useable to the State of Delaware.

Termination for Convenience: The State of Delaware may terminate the 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, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

The contractor agrees to indemnify and hold the State of Delaware harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the State of Delaware under this provision. In case of default by the contractor, the State of Delaware may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

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, regardless

of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.

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.

Additional Terms and Conditions: The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

M. Dispute Resolutions

At the option of and in the manner prescribed by the Office of Management and Budget (OMB), the parties 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, OMB elects 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 mediation by a mediator selected by OMB and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB 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 Delaware Law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for the conduct the arbitration heard on the merits, Each party shall bear its own costs of medication, arbitration or litigation, including its fees.

N. 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:

1. The laws of the State of Delaware;
2. The applicable portion of the Federal Civil Rights Act of 1964;
3. The Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. A condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. That programs, services, and activities provided to the general public under resulting contract conform to the American with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with one (1) through five (5) 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.

O. Payment

Invoices for payment, if applicable to this contract, shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Document.

The State of Delaware may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the contractor not complying with the terms of the contract.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

P. Confidentiality

Specific attention should be given to the identification of those portions of your proposal which you deem to be confidential or proprietary information which should not be disclosed under the Delaware Freedom of Information Act, 29 Del. C. ch. 100. Offerors are advised that upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may be or must be divulged to the party. For further information on confidentiality please see page 19 of this RFP.

STATE'S EXPERIENCE

Fiscal Year Payment by Policy Year 7/1/12 to 4/1/17

Policy Year	Medical	Indemnity	Voc Rehab	Expenses	Total	**Excess	*Net Paid
2012	\$18,826,905	\$11,894,765	\$191,382	\$3,558,468	\$34,471,520	\$18,737	\$34,452,783
2013	\$17,138,912	\$11,298,870	\$274,604	\$3,856,199	\$32,568,585	\$148,036	\$32,420,549
2014	\$18,782,087	\$11,177,908	\$221,769	\$4,179,326	\$34,341,091	0	\$34,341,091
2015	\$17,085,487	\$11,468,759	\$182,892	\$4,758,860	\$33,495,998	0	\$33,495,998
2016	\$11,801,927	\$9,098,472	\$130,968	\$3,547,498	\$24,578,866	0	\$24,578,866
Total	\$83,615,318	\$54,938,774	\$1,001,615	\$19,990,351	\$159,456,060	\$166,773	\$159,289,287

***Net Paid = Total paid minus Excess Recoveries**

**** Total Excess Recoveries as of 7/1/14: \$3 mil (excess limit)**

Net Paid is thru 4/1/17, projected thru 7/1/17 = \$32,770,666

Claim Count

Policy Year	Lost Time	Medical Only	Record Only
2012	617	2757	619
2013	593	2893	719
2014	619	2791	706
2015	614	2557	630
2016	462	1900	411

Attachment 2

**State of Delaware Insurance Coverage Office
97 Commerce Way
2nd Floor Suite 201
Dover, DE 19904**

NO PROPOSAL REPLY FORM

To assist us in obtaining good competition on our Request for Quotations, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the RFP number. This information will not preclude receipt of future invitations unless you request removal from the Offeror's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Quotation document. Our objections are:

- _____ 3. We do not feel we can be competitive.

- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.

- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Offeror's List **for these goods or services.**

_____ We wish to be deleted from the Offeror's List **for these goods or services.**

Attachment 3

NON-COLLUSION STATEMENT

This is to certify that the undersigned offeror has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to State of Delaware Insurance Coverage Office.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware Insurance Coverage Office.

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

COMPANY NAME _____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE (please type/print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____

STATE OF DELAWARE
 LICENSE NUMBER _____

	(circle one)		(circle one)		(circle one)	
COMPANY CLASSIFICATIONS:	<u>Women</u>	Yes No	<u>Minority</u>	Yes No	<u>Disadvantaged</u>	Yes No
CERT. NO. _____	<u>Business</u>		<u>Business</u>		<u>Business Enterprise</u>	
	<u>Enterprise</u>		<u>Enterprise</u>		<u>(DBE)</u>	
	<u>(WBE)</u>		<u>(MBE)</u>			

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:

COMPANY NAME _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20_____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

Attachment 4

**State of Delaware
Office of Supplier Diversity
Certification Application**

The most recent application can be downloaded from the following site:
<http://gss.omb.delaware.gov/osd/certify.shtml>

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

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**