



**CONTRACT NO.**

**12-04-23-08**

**Delaware Code: Title 29, Sections 6981 and 6982**

**PHYSICIANS SERVICES**

Bid packets must be received by

3:00 p.m.

July 18, 2012

Delaware State University  
Room 321  
Administration Building  
1200 North DuPont Highway  
Dover, DE 19901-2277

Point of Contact  
Jessica Wilson  
(302) 857-6272  
(302) 857- 6278

Physicians Services

**TO: ALL RFP Responders**

The enclosed packet contains a "Request for Proposals (RFP)" for Physicians Services.

Your response to the RFP Section must be executed completely and correctly and returned in a clearly marked envelope by 3:00 p.m., Wednesday, July 18, 2012 to be considered.

Please review and follow the information and instructions. Should you need additional information, please call Jessica Wilson at (302) 857-6272.

Minority Business Enterprise (MBE) and Women Owned Business Enterprise (WBE) will be afforded full opportunity to submit responses and will not be subject to discrimination on the basis of race, color, national origin, or sex in consideration of this award.

Delaware State University reserves the right to extend the time and place to receive RFP responses from that described in the advertisement, of not less than two (2) calendar days notice by certified delivery, facsimile transmission, or by verifiable electronic means to those responders who obtained copies of the plans and specification or contract descriptions. Delaware State University reserves the right to reject any and all items, bids and waive all informalities.

**DELAWARE STATE UNIVERSITY**  
**Request for Proposal**  
**Physicians Services**

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**Request for Proposal  
Physicians Services**

**I. INVITATION**

Delaware State University (the University) is soliciting proposals from sports medicine physicians qualified to perform and interested in providing patient care services in the athletic training room, medical clinic and coverage at designated sporting events.

Only those physicians licensed to practice in the State of Delaware and have demonstrated their ability to perform comparable work will be considered.

Proposals will be accepted until 3:00 p.m., Wednesday, July 18, 2012. Please submit one original and two copies of your proposal to:

Jessica Wilson  
Delaware State University  
Room 321  
Administration Building  
1200 North DuPont Highway  
Dover, DE 19901-2277  
Phone: (302) 857-6272  
Fax: (302) 857-6278  
Email: [jwilson@desu.edu](mailto:jwilson@desu.edu)

Requests for information relative to the Request for Proposal should be addressed to Jessica Wilson. All questions and answers, revisions/addenda will be posted on [bids.delaware.gov](http://bids.delaware.gov) with the original posting.

**II. BACKGROUND OF THE UNIVERSITY**

Delaware State University is a public, comprehensive 1890 land-grant university established by the Delaware General Assembly on May 15, 1891. Created under the provisions of the 1890 Morrill Act the State College initially provided education for African-Americans in Delaware whose opportunities were limited by segregated educational facilities.

Over the last half century the University has grown in stature as a center for teaching, research and public service. The fall 2011 enrollment of 4,178 consisted of 3,744 undergraduates and 434 graduate students.

**III. SCOPE OF SERVICES**

The University is seeking a physician/s to perform the full range of services related to the weekly patient care in the athletic training medical clinic during the active athletic season.

The physician/s must also provide event coverage for all football games and all home basketball games, as well as any post-season tournament events and other events as requested by the University.

Physician will meet with the Director of Student Health Services and Athletics weekly and will assist with policy development as needed. They will also oversee the athletic trainers.

Physician may be required to travel. However, as expectation of travel may be difficult for some physicians, Delaware State University is willing to subcontract out that service.

Event coverage will be charged pursuant to the following schedule:

- Five hours per football game
- Two hours per home basketball game
- Five hours per away basketball game
- Four hours per week administrative time

**IV. COMPANY BACKGROUND AND INFORMATION**

- A. Provide the organizational structure of your office; include names, contact information, bios and responsibilities for the proposed services.
- B. Describe the experience of your physicians in services related to the ones described in this RFP.
- C. Describe the location of your facilities.
- D. Please provide references that include: name, address, phone number, relationship and length of association with your firm.

**V. EVALUATION CRITERIA**

Selection Criteria for Evaluating Physicians

Criteria	Description	Max. Pts.
Certification	Primary Care Physician With Qualifications in Sports Medicine	20
Availability	Able to travel with athletic teams; accessible to trainers & nurses	20
Experience	Working in an intercollegiate and/or sports setting	10
Knowledge	NCAA guidelines (medical restrictions, head injuries, etc.	20
Affiliation	Preferred with a sports medicine training program	10
Experience	Conducting NCAA pre-participation physicals	10
Experience	Working with Division I athletes	10

**VI. GENERAL PROVISIONS**

- A. Potential Selection of Finalists  
 After the initial evaluation of Proposals, the University, at its sole discretion, may:
  1. Issue a Notice of Intent to Award based on the evaluation, and
  2. Select one or more Proposer(s) as designated finalists. Finalists may be required to give an oral presentation of their Proposals to the University. Oral presentations provide an opportunity for the Proposer to clarify or elaborate on the Proposal, but Proposers shall not materially alter the content or terms of the original Proposal. If the

evaluation committee requests presentations to be made by the Finalists, the Director of Purchasing will schedule the time and location for the presentations. **Note:** Oral presentations are at the discretion of the evaluation committee and may not be conducted; therefore, **written Proposals should be complete.**

- B. Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of the University.
- C. Investigation of References: The University reserves the right to investigate all references in addition to supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and lawful payment of employees. The University may postpone the award or the execution of the contract after the announcement of the apparent successful proposer in order to complete its investigation. Information provided by references may prevail in final selection, regardless of preliminary scoring results. Despite its right to investigate the Proposer references, the University is not obligated to utilize references as part of its evaluation criteria and may decline to investigate or consider references.
- D. RFP Preparation Costs: Cost of developing the proposal, attendance at an interview (if requested by the University) or any other such costs are entirely the responsibility of the Proposer and will not be reimbursed by the University. By submitting a Proposal, each Proposer thereby accepts all risks, and waives all claims, associated with or related to the costs it incurs in Proposal preparation, submission, and participation in the solicitation process.
- E. Clarification: The University reserves the right to seek clarification of each Proposal or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal initially be submitted in the most complete, clear, and favorable manner possible.
- F. Right to Reject Proposals: The University reserves the right to reject any or all Proposals if such rejection would be in the University's interest. Whether such rejection is in the University interest will be solely determined by the University.
- G. Cancellation: The University reserves the right to cancel or postpone this RFP at any time or to award no contract.
- H. Proposal Terms: **All Proposals**, including any price quotations, will be valid and firm through the period of contract execution. Usage: It is the intention of the University to utilize the services of the successful Proposer(s) to provide services as outlined in the Scope of Work of this RFP.
- I. Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract as drafted by the University. If the selected Proposer will not agree to the University's standard contract terms or if the University determines, in its sole discretion, that the selected Proposer will not agree to acceptable contract terms within a reasonable period of time, the University may cancel the selection and award the contract to the next highest ranking Proposer.
- J. Rejections and Withdrawals: The University reserves the right to reject any or all Proposals or to withdraw any item from the award.
- K. RFP Incorporated into Contract. This RFP will become part of the final contract between the Board and the selected Proposer (also referred to herein as the

“Contractor”). The Contractor will be bound to perform according to the terms of this RFP and its Proposal.

- L. Communication Blackout Period. Except as called for in this RFP, Proposers may not communicate about this RFP with members of the evaluation committee of any employees of the University until the apparent successful Proposer is selected. If any Proposer initiates or continues contact in violation of this provision, the University may, in its sole discretion, reject that Proposer’s Proposal and remove it from consideration for award of a contract under this RFP.
- M. Prohibition on Commissions – The University will contract directly with organizations capable of performing the requirements of this RFP. Contractor must be represented directly.
- N. Clerical Errors in Awards. The University reserves the right to correct inaccurate awards resulting from its clerical errors.
- O. Collusion. By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is, in all aspects, fair and without collusion or fraud. Please complete form in Exhibit 1 and attach it with your response.

#### VII. **APPLICABLE LAW**

- A. 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.
- B. In submitting a proposal, Vendors certify that they comply with all federal, state and local laws in 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 thereunder by the federal government; and.
  - 4. The Americans with Disabilities Act of 1990, and the regulations issued there under by the Federal Government.
- C. If any vendor fails to comply with any of the applicable laws, the University reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.
- D. 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.

#### VIII. **PUBLIC RECORDS**

Due regard will be given for the protection of proprietary information contained in all proposals received; however, vendors should be aware that all materials associated with this procurement are subject to all rules, regulations and interpretations resulting from, and any other applicable rules, regulations or judicial decisions regarding access to the records of government.

It will not be sufficient for vendors to merely state generally that the proposal is proprietary in nature and not therefore subject to release to third parties. Those

particular pages or sections which a vendor believes to be proprietary and of a trade secret nature must be specifically identified as such and must be separated from other sections or pages of their proposal. **All such materials should be submitted in a separate sealed envelope and marked “CONFIDENTIAL”.**

**IX. OFFER OF GRATUITIES**

The vendor warrants, represents, and certifies that no elected or appointed official or employee of the University has or will benefit financially or materially from this procurement. Any contract and/or award arising from this RFP may be terminated by the University if it is determined that gratuities of any kind were either offered to, or received by any of the aforementioned officials or employees from the vendor, the vendor’s agent or the vendor’s employees.

**X. 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 University, 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 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, solely or in part, to the University, its employees or agents.
- B. Propriety 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 University, the University shall promptly notify the vendor in writing and the vendor shall defend such claim, suit or action at vendor’s expense, and the vendor shall indemnify the University 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.
- C. 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 University to continue using the Product(s);
  - 2. Replace the Product (s) with non-infringing equivalents 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 efficiency of the Product(s) 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 University agrees to and accepts in writing.

EXHIBIT 1

NON-COLLUSION STATEMENT

Delaware State University  
Office of Purchasing  
Dover, DE 19901-2275

Gentlemen:

This is to certify that the undersigned bidder \_\_\_\_\_ has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the proposal for Contract No. \_\_\_\_\_ or any part(s) thereof, submitted to the Delaware State University on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
Corporate seal

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

ATTEST:

\_\_\_\_\_  
Secretary

SWORN AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

City of \_\_\_\_\_

County of \_\_\_\_\_

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

This Statement must be completed and signed before contract is awarded.