



**CONTRACT NO.**

**16-05-06-08**

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

**PHYSICIANS SERVICES**

Bid packets must be received by

3:00 p.m. June 10, 2016

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

Point of Contact  
Zafar Chaudhry  
(302) 857-7852  
(302) 857- 6278

**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. Sealed bids should be clearly marked with **Contract No. 16-05-06-08 – PHYSICIANS SERVICES for DSU Athletics** and must be received by the Delaware State University, Room No. 321, Attention to Zafar Chaudhry, Associate Vice Procurement, Contract Administration in the Administration Building, 1200 N. DuPont Highway, Dover, DE 19901-2277 (Third Floor), until **3:00PM EDST** local time on **June 10, 2016**. Bidder bears the risk of late delivery. Any bids received after the stated time will not be entertained.

Please review and follow the information and instructions. Should you need additional information, please call Zafar Chaudhry, Associate Vice President at (302) 857-7852.

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.

**TIMELINES AND SCHEDULES \***

- **RFP issued by the University** **Thursday, May 26, 2016**
- **Deadline for advance RFP Questions due to University** **Wednesday, June 01, 2016 at 10:00 AM**
- **Answers to RFP questions online** **Tuesday, June 07, 2016 at 5:00 PM**
- **Proposals due** **Friday, June 10, 2016 at 3:00 PM**
- **Notification of award** **TBD**

\* Each date subject to change

**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. **Please submit responses to:**

**Zafar Chaudhry  
Delaware State University  
Room 321  
Administration Building  
1200 North DuPont Highway  
Dover, DE 19901-2277  
Phone: (302) 857-7852  
Fax: (302) 857-6278  
Email: [zchaudhry@desu.edu](mailto:zchaudhry@desu.edu)**

**Number of Copies of Responses to be submitted:**

- Soft copy: One electronic copy on CD or DVD media disk.
- Hard Copy: One original and one copy. The original shall be marked “Master Copy” and will contain original signatures in all locations requiring an offeror signature.

Requests for information relative to the Request for Proposal should be addressed to Zafar Chaudhry in writing at above listed address. 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 (previously known as Delaware State College) is a public, comprehensive 1890 land-grant university established by the Delaware General Assembly on May 15, 1891. The University has since developed into a 460-acre complex (originally from 100 Acres) and has undergone two name changes. The name was changed from the State College for Colored Students to Delaware State College in 1947 and to Delaware State University in 1993. In addition to its main campus in the State capital of Dover, it has additional locations in Wilmington and Georgetown, Delaware, and Ningbo, China. Currently, the University consists of five Colleges and one school:

1. Agriculture and Related Sciences
2. Arts, Humanities, and Social Sciences
3. Business
4. Education, Health, and Public Policy
5. Mathematics, Natural Sciences, and Technology and
6. School of Graduate Studies and Research

Fifty-two baccalaureate, 26 masters, and five doctoral degrees are offered through 21 academic departments. There is also an Honors Program with an Honors Curriculum. Instruction is delivered in classes with an average 14:1 student-to-faculty ratio. Global connections include more than 20 formal international partnerships that facilitate student exchanges and research.

Delaware State University received its first in accreditation in 1945 from Middle States. The Middle States Commission on Higher Education (MSCHE) has reaffirmed the accreditation of Delaware State University for demonstrating that it continues to consistently meet the standards of excellence expected of universities. The reaffirmation through which DSU's accreditation will be ensured through 2022 (the next scheduled evaluation year) comes after a team of evaluators representing MSCHE reviewed the University's Self-Study Report and visited the DSU campus in April 2012.

### III. SCOPE OF SERVICES

The University is seeking a physician/s to perform the full range of services related to the weekly patient care of our student athletes during the entire year. This includes being on call during the evenings and on weekend as well as responding communication with Athletic Trainers in a timely manner.

The physician/s must also provide event coverage for all home football games and all home basketball games, as well as any post-season tournament events and other events as requested by the University. A primary Care Physician or a PA and an orthopedic doctor will be at all home Football games.

Team physician will provide care in the clinic 2-3 times a week, from 7:30 to noon twice one day will be 1 to 5. Additionally there will be an orthopedic clinic that will take place at least once a week in the AT room or their facility.

The expectation that when the physician needs time off for any reason, another physician will provide coverage in the clinic as well as games.

Physician/s will meet with the Director of Sports Medicine and the Assistant Vice President of student affairs weekly and will assist with policy development as needed.

They will also provide open orders for all Certified Athletic Trainers Physicians/s will order x-rays at the request of the Certified Athletic Trainers

Event coverage will be charged pursuant to the following schedule:

- Five hours per home football game.
- Two hours per all men's and women's home basketball game.
- Four hours per week administrative time.

**Hours of operation is 7:30 am to 12 noon:**

- Team doctors as outlined will be accessible to athletic trainers and able to respond to ATC in a timely manner. They will be on call after hours and on weekends through the entire year, not just academic.
- If a physician is to miss his or her scheduled time 7:30 to 12 noon and game coverage, another physician must be able to cover it on campus. "not just if they can get a ride if they need to, to our off campus clinic".
- We need a physician to come in 2 to 3 times a week for a full range of services on campus.
- Additionally we need to have an orthopedic clinic while on campus one night a week like all other institutions do.

**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**

The evaluation criteria for bids will be as per title 29 DE Code, section 6924. Selection Criteria for Evaluating Physicians is as follows:

Criteria	Description	Max. Pts.
Certification	Physicians with Qualifications in Sports Medicine	10
Availability	Accessible to Athletic Trainers and student athletes. Able to respond to ATC in timely manner and order X-rays at ATC request.	20
Availability	Provide an ortho clinic on campus at least once a week, able to	20
Availability	Primary and Orthopedic physician at all home Football games, and a physician at all home Basketball games	20
Knowledge	NCAA guidelines medical restrictions, Concussions, etc.	10
Experience	Conducting pre participation physicals	10
Experience	Working with collegiate orthopedic injury	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.

**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.

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

*CORPORATE SEAL*

BY: \_\_\_\_\_

Print Name and Designation of Signer

ATTEST:

\_\_\_\_\_  
Secretary

SWORN to and SUBSCRIBED before me this \_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_.

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

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

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

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

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

EXHIBIT 1

**NON-COLLUSION STATEMENT**

Delaware State University  
Office of Contract Administration  
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.