

**STATE OF LOUISIANA  
MCNEESE STATE UNIVERSITY**

*March 15, 2016*



**PROFESSIONAL SERVICES PROPOSAL  
FOR  
SPORTS MEDICINE PROGRAM**

**File Number: F1600101**

**Proposal Opening Date: April 29, 2016**

**Proposal Opening Time: 2:00 P.M.**

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## REQUEST FOR PROPOSAL for SPORTS MEDICINE PROGRAM

### **1 GENERAL INFORMATION**

#### ***1.1 Purpose***

This Professional Services proposal is being issued by McNeese State University for the purpose of entering into an agreement with a physician to provide services for a comprehensive Sports Medicine program to the department of athletics, and provide the necessary services to its student-athletes. The selected physician will be responsible for, in conjunction with the Department of Athletics, assisting in the management of the Sports Medicine program.

#### ***1.2 Goals/ Objectives/Performance Measures***

McNeese desires a comprehensive Sports Medicine program for the student-athletes of McNeese State University. (NCAA Sports Medicine Handbook 2014-15 - 1B) "Diagnosis, management, and return to play determinations for the college student-athlete are the responsibility of the institution's athletic trainer (working under the supervision of a physician) and the team physician." (*Adopted: July 2013, revised July 2013, July 2014*). This agreement will provide a team physician necessary to offer medical oversight to the Sports Medicine staff.

### ***ADMINISTRATIVE INFORMATION***

#### ***1.3 Term of Contract***

The period of any contract resulting from this proposal is tentatively scheduled to begin on or about July 1, 2016 and to continue through June 30, 2017. This contract may be renewed for two additional one-year periods, under the same terms and conditions, if agreeable to both parties.

Requests for copies of the proposal and written questions shall be directed to:

Roxane Fontenot, Director of Purchasing, Box 92415, Lake Charles, LA 70609. E-mail address: rfontenot@mneese.edu. Phone (337)475-5090; Fax (337)475-5082

Physical Address: Roxane Fontenot, 150 Lawton Drive, Smith Hall, Room 121, Lake Charles, LA 70605.

This proposal is available in electronic form at :  
<http://wwwprd1.doa.louisiana.gov/OSP/LaPAC/pubMain.cfm> (bid #50017-F1600101) in Word format or in printed form by submitting a written request to the Proposal Coordinator.

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## 1.4 Calendar of Events

Table 1 Calendar of Events

EVENT	DATE
Advertise proposal (in newspapers and LaPAC)	03/21/2016
Deadline for receiving written inquiries -- submit inquiries (preferred) by email to <a href="mailto:rfontenot@mcneese.edu">rfontenot@mcneese.edu</a>	04/13/2016
Issue responses to proposer inquiries	04/20/2016
Proposal submission deadline: 04/29/2016 at 2:00 PM	04/29/2016

**NOTE: McNeese State University reserves the right to amend and/or change this schedule of Proposal activities, as it deems necessary.**

## 1.5 Proposer Inquiries

McNeese will consider written proposer inquiries regarding proposal requirements before the date specified in the Calendar of Events. McNeese reserves the right to modify the proposal should a change be identified that is in the best interest of McNeese State University.

To be considered, written inquiries and requests for clarification of the content of this proposal must be received at the above address or via fax at 337-475-5082, or via e-mail at: [rfontenot@mcneese.edu](mailto:rfontenot@mcneese.edu) by 4:00 p.m. CST on the date specified in the Calendar of Events. Any and all questions directed to the proposal Coordinator will be deemed to require an official response. Official responses to each of the questions presented by the proposers will be posted by 4/20/2016 at <http://wwwprd.doa.louisiana.gov/osp/lapac/deptbids.asp>

Only Roxane Fontenot has the authority to officially respond to proposer's questions on behalf of McNeese State University. Any communications from any other individuals are not binding to McNeese.

## 1.6 Definitions

Table 2 Definitions

TERM	DEFINITION
Contractor	A firm or individual who is awarded a contract
Proposal	A response to this document
Proposer	A firm or individual who responds to a proposal
RFP	A request for proposals

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Shall, Must, or Will	Denotes mandatory language; a requirement that must be met without alteration
Should, Can, or May	Denotes desirable, non-mandatory language

**2 PROPOSAL INFORMATION**

***2.1 Proposal Response Location***

Proposers who are interested in providing services under this proposal should submit a proposal containing the information specified in Section 4.0. The fully completed proposal with original signatures by an authorized representative must be received in hard copy (printed) version by the proposal Coordinator designated above by the deadline specified in the Calendar of Events. Fax or e-mail submissions shall not be acceptable.

It is solely the responsibility of each proposer to assure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals which for any reason are not so delivered will not be considered for purposes of this proposal.

***2.2 Minimum Qualifications of Proposer***

Proposers of this proposal must meet the following minimum qualifications:

***2.3 Determination of Responsibility***

Determination of the proposer’s responsibility relating to this proposal shall be made according to the standards set forth in LAC 34: 136. McNeese must find that the selected proposer:

Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for McNeese to make its determination by presenting acceptable evidence of the above to perform the contracted services.

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### ***2.4 Proposal Addenda***

State reserves the right to change the calendar of events or revise any part of the proposal by issuing an addendum to the proposal at any time.

### ***2.5 Waiver of Administrative Informalities***

McNeese State University reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

### ***2.6 Proposal Rejection/ Cancellation***

Issuance of this proposal in no way constitutes a commitment by McNeese to award a contract. McNeese reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in McNeese's best interest.

### ***2.7 Withdrawal or Changes to Proposal***

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the proposal Coordinator. A proposer may change a proposal by submitting the changes prior to the deadline for proposal submission and in accordance with the Response Instructions in Section 4.0.

### ***2.8 Subcontracting Information***

McNeese shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced in the proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor.

Prior to award of the contract, the selected proposer shall provide written commitments from all subcontractors to commence work by the proposed contract effective date, to accept all contract provisions, and to adhere to an established system of accounting and financial controls adequate to permit effective administration of the contract.

Unless specifically permitted in the contract with McNeese, the prime contractor shall not contract with any other party for furnishing any of the work herein contracted without the express prior written approval of McNeese.

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### ***2.9 Ownership of Proposal***

All materials submitted in response to this request shall become the property of State. Selection or rejection of a proposal does not affect this right.

### ***2.10 Proprietary Information***

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

### ***2.11 Cost of Preparing Proposals***

McNeese shall not be liable for any costs incurred by prospective proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer and shall not be reimbursed in any manner by McNeese State University.

### ***2.12 Errors and Omissions in Proposal***

McNeese shall not be liable for any errors in proposals. McNeese reserves the right to make corrections or amendments due to errors identified in proposals by McNeese or the proposer. McNeese, at its option, has the right to request clarification or additional information from the proposers.

### ***2.13 Contract Award and Execution***

McNeese State University reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received. McNeese reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected proposer shall become part of any contract initiated by McNeese.

The selected proposer shall be expected to enter into a contract which is substantially the same as the sample contract included in Attachment IV. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

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If the contract negotiation period exceeds ninety (90) days or if the selected Proposer fails to sign the final contract within fifteen (15) business days of delivery of it, McNeese may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### ***2.14 Code of Ethics***

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

## **3 RESPONSE INSTRUCTIONS**

### ***3.1 Proposal Submission***

Proposals must be received on or before 2:00 PM Central Daylight Savings Time on the date specified in the Calendar of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. The proposal package must be delivered at the proposer's expense to:

Roxane Fontenot, Purchasing Director  
McNeese State University  
Box 92415  
Lake Charles, LA 70609

For courier delivery, the street address is 150 Lawton Drive, Smith Hall Room 121, Lake Charles, LA 70605 and the telephone number is 337-475-5090. It is solely the responsibility of each proposer to assure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals which for any reason are not received timely will not be considered.

### ***3.2 Proposal Format***

McNeese requests that 9 copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures; that copy should be clearly marked or differentiated from the other copies of the proposal.

This copy will be retained for incorporation by reference in any contract resulting from this RFP.

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. For corporations, a certified copy of a board resolution for granting such authority should be submitted.

### ***3.3 Cover Letter***

A cover letter should be submitted on the proposer's official business letterhead explaining the intent of the proposer.

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***3.4 Technical and Cost Proposal***

Proposer should submit a proposal as specified in Attachment II which should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all areas requested.

***3.5 Certification Statement***

The proposer must sign and submit the Certification Statement shown in Attachment III.

**4 EVALUATION AND SELECTION**

***4.1 Evaluation Team***

The evaluation of proposals will be accomplished by an evaluation team, which will determine the proposal most advantageous to McNeese, taking into consideration price and the other evaluation factors set forth in the proposal.

***4.2 Administrative and Mandatory Screening***

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified. Proposals found not to be in compliance will be rejected from further consideration.

***4.3 Oral Presentations Required***

McNeese, at its sole discretion, will select the top scoring finalists for an oral presentation for final determination of contract award. Commitments made by the Proposer at the oral interview, if any, will be considered binding.

***4.4 Evaluation and Review***

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring specified in the following table:

**Table 3 Evaluation Scoring**

CRITERIA	MAXIMUM SCORE
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1. Experience & Staff Qualifications	50
2. Approach and Methodology	20
3. Cost	30
<b>TOTAL SCORE</b>	<b>100</b>

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review, if applicable.

### ***4.5 Notice of Intent to Award***

McNeese will notify the successful proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

## **5 CONTRACTOR REQUIREMENTS**

### ***5.1 Corporation Requirements***

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

### ***5.2 Billing and Payment***

Billing and payment terms shall be negotiated with the successful proposer.

### ***5.3 Confidentiality***

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the

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intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of McNeese State University.

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## **ATTACHMENT I: SCOPE OF SERVICES**

### **FUNCTIONAL AND TECHNICAL REQUIREMENTS**

#### ***1 Overview***

It is the University's intent to enter into an agreement with a physician to provide services for a comprehensive sports medicine program to the department of athletics and provide the necessary services to its student-athletes. Nothing in this agreement shall be construed as requiring McNeese, its employees, or students, to utilize the services of the Team Physician, or any other physician or hospital for medical treatment in any particular case, and any such decision may be made in the professional judgment of the McNeese Sports Medicine staff and/or the personal judgment of the patient or the patient's family in each case.

#### ***2 Tasks and Services***

The tasks and services to be provided under this project are as follows:

- In coordination and conjunction with the Sports Medicine Department, provide physician coverage for every home event for football, soccer, men's and women's basketball, softball, and baseball. Physicians will also be available for travel with the football team and as desired for other major sports.
- In coordination and conjunction with the Sports Medicine Department, provide pre-participation physical exams, iron and ferritin level screening, and sickle cell testing for all student-athletes.
- In coordination and conjunction with the Sports Medicine Department, provide weekly clinics, as determined by the Director of Sports Medicine, in the Dowell Fontenot Training Room.
- In coordination and conjunction with the Sports Medicine Department, provide assistance with a comprehensive concussion baseline assessment, utilizing a battery of tests.
- In coordination and conjunction with the Sports Medicine Department, provide the supplies and services required to perform all drug testing needs on the student-athletes, as it is related to NCAA, Southland Conference and University policies and regulations.
- In coordination and conjunction with the Sports Medicine Department, ensure that all University student-athletes, regardless of sport, are a priority when scheduling physician appointments, imaging, and surgery.

- The team physician will provide discounted services for uninsured student-athletes with general medical (non-injury) illnesses and/or conditions.
- The team physician will provide discounted rates for physician appointments for all student-athletes.
- The team physician will communicate directly with the University Sports Medicine staff about all physician appointments, evaluations, surgeries, and any other medical care prior to communicating with coaches, administrators, or other Non-Sports Medicine staff members.

### **3      *Deliverables***

Contractor must deliver the following items as noted below:

- In coordination and conjunction with the Sports Medicine Department, provide direct and expedited access to a variety of healthcare providers.
- The team physician will designate one contact person for expedited appointment scheduling, and one contact person to coordinate insurance and billing.

### **4      *Functional Requirements***

Whereas McNeese State Athletics Department is seeking to partner with a physician to provide the services for a comprehensive Sports Medicine program for the department's student-athletes, with the objective to provide medical oversight of the Sports Medicine staff. Performance measures will be based upon the execution of the Sports Medicine program as it relates to the above mentioned objectives and the communication between the athletics department coaches, administrative staff, and student-athletes.

### **5      *Technical Requirements***

There are no unduly technical requirements that must be met. The physician must possess the necessary technical skills to perform daily functions related to the requirements of the project. The physician must possess the necessary technical skills to perform daily duties and office responsibilities required within the scope of work.

### **6      *Project Requirements***

The project requirements include the medical oversight of the Sports Medicine staff, physician coverage of home events and away football contests, completion of pre-participation physical examinations and other necessary screenings, and presence at weekly clinics deemed necessary by the Director of Sports Medicine.

## **ATTACHMENT II: PROPOSAL INFORMATION**

### ***1 Executive Summary***

It is the University's intent to enter into an agreement with the selected physician to provide services for a comprehensive Sports Medicine program to the department of athletics and provide the necessary services to its student-athletes. The selected physician will be responsible for, in conjunction with the Department of Athletics, the oversight of the Sports Medicine department.

Proposals are due by 2:00 PM on April 29, 2016. Proposers should provide a contact name and phone number for the organization. Proposals received will be valid for ninety (90) days. A summary of qualifications and ability to provide the services being requested should be submitted with your proposal. A statement indicating that all parts of the contract can be complied with should also be submitted. If any of the contract terms cannot be complied with an explanation of each exception should be supplied. See Attachment IV for actual contract details. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

### ***2 Corporate Background/Experience/Financial Condition***

The proposer should submit, with the proposal, a brief description of its company including a brief history, corporate structure and organization, number of years in business, and copies of the previous two years financial statements, preferably audited.

Proposer should provide information pertaining to prior experience in working on projects similar in size, scope, and function to the services required of this contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from entities including names and telephone numbers of those references.

If subcontractors will be used, the proposer should clearly identify any subcontractor arrangements. The proposer should provide the same information regarding the subcontractor's company as is requested for the proposer's company.

### ***3 Proposed Project Staff***

The proposer should provide detailed information about the experience and qualifications of the proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

If subcontractor personnel will be used, the proposer should clearly identify these persons and provide the same information requested for the proposer's personnel.

#### **4 *Approach and Methodology***

- Proposer must explain plans for implementing the program at McNeese. Proposer must provide information that clearly indicates the Proposer understands the nature of the project and how its proposal will best meet the needs of McNeese Athletics.
- Proposer should define its functional approach in providing the services.
- Proposer should define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- If subcontractors are used, what roles they will play.

#### **5 *Cost Information***

- Provide the total annual cost (inclusive of travel and all project expenses) for the services to be provided.

#### **6 *Administrative Information***

- Provide a completed Certification Statement as shown in Attachment III.

**ATTACHMENT III-CERTIFICATION STATEMENT**

*The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.*

**OFFICIAL CONTACT.** McNeese requests that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (    ) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to McNeese or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least ninety (90) days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful proposer, he/she will have fifteen (15) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE of Proposer's Authorized Representative

\_\_\_\_\_  
DATE

# ATTACHMENT IV

## SPORTS MEDICINE CONTRACT

BY AND BETWEEN McNEESE STATE UNIVERSITY AND

\_\_\_\_\_ **TBD** \_\_\_\_\_

BE IT KNOWN, that on this 1<sup>st</sup> day of July, 2016, McNEESE STATE UNIVERSITY, herein referred to as "UNIVERSITY," and \_\_\_\_\_ TBD \_\_\_\_\_, organized under the laws of the State of Louisiana (herein after called "\_\_\_\_\_"), in consideration of the mutual covenants contained in this Contract and the intending to be legally bound, the parties agree as follows:

### Section 1. Goals and Objectives

To partner with the Team Physician to provide a comprehensive sports medicine program for McNeese State University. This collaborative effort will focus on the well-being of McNeese student-athletes with consideration for cost effective care.

### Section 2. Scope of Services

- (a) McNeese State University will provide a Director of Sports Medicine, three full time assistant athletic trainers and five graduate assistant trainers, all of which will be McNeese State University personnel.
- (b) Team Physician shall:
  - (i) Provide physician coverage for every home event for football, soccer, men's and women's basketball, softball, and baseball. Physicians will also be available for travel with the football team and as desired for other major sports. Physician members will be available 24 hours a day, 365 days a year. In the event that a physician is not available to cover one of the required home events, the team's

athletic trainer will be notified in advance and an on-call physician will be designated. All football games must have a physician present for the entire game.

- a) The physician covering the event will notify the athletic trainer when he/she arrives to the venue and inform the athletic trainer of his/her exact location throughout the event.
  - b) The physician covering the event will arrive prepared with a stocked medical kit containing appropriate medications, suture kits, and other necessary medical supplies.
- (ii) Provide pre-participation physical exams, iron and ferritin level screening, and sickle cell testing for all student-athletes.
  - (iii) Provide assistance with a comprehensive concussion baseline assessment, utilizing a battery of tests.
    - a) The Director of Sports Medicine will provide the Team Physician with a copy of the University's Concussion Protocol, which has been approved by the NCAA.
  - (iv) Provide the supplies and services requested to perform all drug testing needs on all student athletes as it relates to NCAA, Southland Conference and McNeese State University policies and procedures.
  - (v) Provide weekly clinics, as determined by the Director of Sports Medicine, in the Dowell Fontenot Training Room.
  - (vi) Ensure that all University student-athletes, regardless of sport, are a priority when scheduling physician appointments, imaging, and surgery.
  - (vii) Designate one contact person for expedited appointment scheduling, and one contact person to coordinate insurance and billing.

- (viii) Provide direct and expedited access to a variety of healthcare providers and physicians, including:
  - a) Emergency Services and Urgent Care Facilities
  - b) Family Medicine
  - c) Internal Medicine
  - d) Cardiology
  - e) Ear, Nose, & Throat
  - f) Gastroenterology
  - g) Neurology
  - h) Orthopaedics
  - i) Obstetrics/Gynecology
  - j) Urology
  - k) Mental Health
  - l) Dental
  - m) Vision
- (ix) Provide discounted services for uninsured student-athletes with general medical (non-injury) illnesses and/or conditions.
- (x) Provide discounted rates for physician appointments for all student-athletes.
- (xi) Communicate directly with the University Sports Medicine staff about all physician appointments, evaluations, surgeries, and any other medical care prior to communication with coaches, administrators, or other Non-Sports Medicine staff members.
  - a) The Sports Medicine staff must approve all physician appointments prior to scheduling.

- b) The Sports Medicine staff will utilize doctor referral forms for all documentation pertaining to student-athlete evaluations.
- (c) Nothing in this agreement shall be construed as requiring McNeese, its employees, or students, to utilize the services of the Team Physician, or any other physician or hospital for medical treatment in any particular case, and any such decision may be made in the professional judgment of the McNeese Sports Medicine staff and/or the personal judgment of the patient or the patient's family in each case.

### **Section 3. Compensation**

In exchange for the Team Physician provided services described in Section 2b of this agreement, McNeese State University will compensate the Team Physician on a quarterly basis. The MSU Director of Sports Medicine will approve payments to the Team Physician upon satisfactory completion of services.

### **Section 4. Term**

This contract shall become effective upon execution hereof by all parties, and it shall have an initial term ending one (1) year from date thereof. This agreement shall begin July 1, 2016 and shall terminate on June 30, 2017. This contract may be renewed for two additional one year periods, under the same terms and conditions, if agreeable to both parties.

### **Section 5. Termination**

#### **Section 5.1 Termination for Cause**

The UNIVERSITY may terminate this Contract for cause based upon the failure of the Team Physician to comply with the terms and/or conditions of the Contract; provided that the UNIVERSITY shall give the Team Physician written notice specifying his/her failure. If within thirty (30) days after receipt of such notice, the Team Physician shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty

(30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the UNIVERSITY may, at its option, place the Team Physician in default and the Contract shall terminate on the date specified in such notice. The Team Physician may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the UNIVERSITY to comply with the terms and conditions of this contract; provided that the Team Physician shall give the UNIVERSITY written notice specifying the UNIVERSITY's failure and a reasonable opportunity for the UNIVERSITY to cure the defect.

### **Section 5.2 Termination for Convenience**

UNIVERSITY may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Team Physician of such termination or negotiating with the Team Physician an effective date. The Team Physician shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

### **Section 5.3 Termination for non-appropriation of funds**

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

## **Section 6. Insurance**

The Team Physician shall maintain in force professional liability insurance and ensure that covering physicians maintain professional liability insurance for Sports Medicine services that are provided pursuant to this Contract.

**Section 7. Indemnification and Limitation of Liability**

Each party shall indemnify, defend, and hold the other party harmless from all claims, loss, damage or injury of any kind or character (including, without limitation, attorneys' fees and costs of defense) to any person or property caused by or arising from any act of omission of the indemnifying party, its agents or employees.

**Section 8. Remedies for Default**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

**Section 9. Non-Assignability**

The Team Physician shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the UNIVERSITY. This provision shall not be construed to prohibit the Team Physician from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the UNIVERSITY.

**Section 10. Auditors**

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of the Team Physician which relate to this contract.

**Section 11. Contract Modification**

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

#### **Section 12. Cooperation in the Event of a Claim**

- (a) In the event that either the Team Physician or the UNIVERSITY becomes aware of any alleged injury to an athlete pursuant to this Contract, each party has a duty to give the other party notice containing the particulars sufficient to identify the name and address of the allegedly injured athlete, place and circumstances of the alleged incident and the addresses of the available witnesses.
- (b) Subject to the terms of the respective insurance policies, each of the parties hereto shall cooperate with each other and in the conduct of suits and enforcing any right of contribution or indemnify against any person or organization who may be liable to either of the parties because of injury with respect to which insurance is afforded, and each of the parties hereto shall attend the hearings and trials and assist in securing evidence and obtaining the attendance of witnesses.

#### **Section 13. Clinic Records**

All medical records pertaining to the provision of Sports Medicine Services created within the training room shall be the property of McNeese.

#### **Section 14. Amendments**

This Contract may be amended at any time by mutual written Contract of the parties.

#### **Section 15. Entire Contract**

There are no other Contracts or understandings, either oral or written, between the parties affecting this Contract. This Contract cancels and supersedes all previous Contracts between the parties relating to the subject matter of this Contract.

**Section 16. Invalidity or Unenforceability of Particular Provisions**

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions thereof. This Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**Section 17. No Third-Party Rights**

Nothing in this Contract shall be construed as creating or given rise to any right in any third parties or any persons other than the parties hereto.

**Section 18. Construction of Headings**

The captions or headings are for convenience only and are not intended to limit or define the scope or effect of any provisions of this Contract.

**Section 19. Strict Performance**

No failure by either party to insist upon the strict performance of this Contract or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Contract, but each and every term of this Contract shall continue in full force and effect with respect to any other existing or subsequent breach.

**Section 20. Governing Law**

This Contract shall be construed and enforced under and in accordance with the laws of the State of Louisiana, with exclusive venue for resolution of disputes in Calcasieu Parish.

**Section 21. Relationship of Parties**

Nothing contained in this Contract shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between the parties.

**Section 22. Taxes**

The Team Physician hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be the Team Physician's obligation and identified under Federal tax identification number \_\_\_\_\_.

**Section 23. Travel**

Reimbursement of travel expenses connected with this Contract, if any, shall be governed by the State of Louisiana Policy and Procedures Memorandum No. 49. Travel expenses for consultants exceeding the levels prescribed by PPM 49 must be received prior to written approval of the State Commissioner of Administration.

**Section 24. Discrimination Clause**

The Team Physician agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Team Physician agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Team Physician agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Team Physician, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

**Section 25. Force Majeure**

If either party shall be delayed or prevented from the performance of any act required by this Contract by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials,

restrictive governmental laws, or relations or other cause, without fault and beyond the reasonable control of any party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period of the performance of any such act shall be extended for a period equivalent of the period of such delay.

**Section 26. Successors in Interest**

Each and all of the terms and conditions of this Contract shall inure to the benefit of and shall be binding upon the successors in interest of the parties.

**SIGNATURE PAGE FOLLOWS**

THUS DONE AND SIGNED in Lake Charles, Louisiana, on the day, month and year first,  
written hereinabove.

WITNESSES:

TEAM PHYSICIAN

\_\_\_\_\_

\_\_\_\_\_

TBD

\_\_\_\_\_

Date: \_\_\_\_\_

MCNEESE STATE UNIVERSITY

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\_\_\_\_\_

Eddie P. Meche, CPA

Vice President of Business Affairs

\_\_\_\_\_

Date: \_\_\_\_\_