



Invitation For Bids

ARCHITECTURAL AND ENGINEERING DESIGN SERVICES MEDICAL OFFICE BUILDING – Chestertown, MD

April 13, 2022

1. Introduction and Background

1.1 Purpose of the Request for Proposals

Choptank Community Health System, Inc. (“CCHS”) is issuing this Invitation for Bids (“IFB”) to invite qualified architects/engineers to submit fixed price bids or proposals to provide architectural and engineering services, including developmental and design documents and construction administration, for an 10,326 ± square foot renovation of a medical facility located at 126 Philosopher’s Terrace in the of Town of Chestertown, Kent County, Maryland. To meet the deadline of July 1, 2022, for seeing patients in Chestertown, MD, CCHS has begun temporary and cosmetic improvements to the building. These Phase I improvements will be concentrated in Tenant Space #1. For Phase II, CCHS is looking for a renovation that provides integrated health services, Family Practice and Behavioral Health. Phase III will Dental Services. Both Phase II and Phase III will require considering all aspects of patient care, from entry, care administration and exit. The project plans will be used for renovation and as project concepts and reports for HRSA (Health Resources and Services Administration, a division of the U.S. Department of Health and Human Services) and other potential funders.

1.2 Background

CCHS is an independent, non-profit (501(c)(3)), Federally Qualified Health Center (FQHC) with an administrative office located at 301 Randolph Street, Denton, MD. CCHS has been in operation approximately 41 years and employs 200+ individuals. Located on the Eastern Shore of Maryland, CCHS provides primary health care services in Caroline, Dorchester, Kent, and Talbot Counties. CCHS’health centers will provide a full range of primary medical, dental, and behavioral health services, as well as school-based services in all four counties. CCHS is a participating provider with most major insurance companies and HMOs. In addition, a sliding fee scale is available for any patient without insurance. Our mission is to provide access to affordable, exceptionable care for all.

1.3 Timeline

The anticipated schedule for the IFB process is as follows:

- April 13, 2022 (Wednesday) – IFB Advertised/Issued
- April 27, 2022 (Wednesday) – Submittal of Letters of Intent
- May 10, 2022 (Tuesday) – Pre-Bid Meeting
- May 19, 2022 (Thursday) – Deadline for Submitting Questions
- June 2, 2022 (Thursday) – Questions and Answers Distributed
- June 23, 2022 (Thursday) – Proposal Due Date (NLT 3 PM)
- July 15, 2022 (Friday) – Anticipated Notice of Award
- August 8, 2022 (Monday) – Anticipated Contract Start Date
- November 15, 2022 (Tuesday) – Deadline for completion of specifications, drawings, and approvals needed to renovate the building.

CCHS reserves the right to revise the timeline in its sole and absolute discretion.

2. Special Instructions – Federal Mandates

2.1 COVID-19 Vaccination

Due to the federal mandates, a COVID-19 vaccination is a requirement of every worker providing services inside of any CCHS facility. This requirement includes contractors who will be providing services during or after normal business hours.

As a federally qualified health center, CCHS is explicitly included in the Centers for Medicare and Medicaid Services (CMS) rule that requires all staff, volunteers, contractors, students, and trainees to be fully vaccinated. This rule does not allow for a regular testing option for those that provide service in any CCHS facility.

The winning contractor must be prepared to supply COVID-19 vaccination documentation for any staff who will be working on CCHS property, inside, or outside. To ensure compliance with this mandate, CCHS is requesting proof of vaccination for all contractor staff working and/or who may provide fill-in coverage on the property at Cambridge with the signed contract. Should the winning contractor hire new staff members who will routinely work on this job, the employee must supply proof of COVID-19 vaccination prior to providing any services.

3. IFB Instructions

3.1 Obtaining a Copy of the IFB

Copies of the Invitation For Bids are available at the Choptank Community Health – Administration Building, located at 301 Randolph Street, Denton, MD 21629, the office hours are 8:00 AM to 4:30 PM Monday through Friday. The IFB is also available on the Choptank Community Health website (www.choptankhealth.org). The IFB will be posted under the Resources / RFP tab.

3.2 Letter of Intent

Vendors interested in responding to the IFB are strongly encouraged to submit a Letter of Intent to Propose (a “Letter of Intent”) to the Owner Representative designated below by April 27, 2022 (Wednesday). Letters of Intent to Propose shall be non-binding.

Owner Representative:

Leroy Woomer
Choptank Community Health System, Inc.
301 Randolph Street
Denton, MD 21629
Phone: (410) 479-5778
lwoomer@choptankhealth.org

3.3 IFB Conference

There will be a pre-bid meeting scheduled for 9:00 AM on May 10, 2022, at 126 Philosophers Terrace, Chestertown Maryland 21620.

3.4 IFB Questions and Clarifications

All questions or requests for clarification concerning the IFB shall be submitted in writing or via e-mail to Leroy Woomer (lwoomer@choptankhealth.org) by 4:00 pm EST on May 19, 2022 (Thursday). No questions or requests for clarification will be accepted by telephone. No verbal agreements will be considered during the IFB response process. Questions submitted by vendors and all CCHS responses will be distributed to all prospective proposers who timely submit a Letter of Intent.

3.5 Addenda to IFB

In the event it becomes necessary to revise any part of this IFB or extend any deadline listed herein, CCHS will issue an addendum to the IFB and distribute it to all prospective proposers who timely submit a Letter of Intent.

3.6 Cost of Proposals

Proposers will not be reimbursed for any costs or expenses incurred in the preparation or submission of proposals or in connection with interviews or with any other process related to this IFB. All costs associated with a proposer’s response to this IFB shall be borne by the proposer.

3.7 Proposal Format and Content

Proposals should provide a straightforward, complete, and concise description of the proposer’s capabilities to satisfy the requirements of the IFB. Proposals must state the assumptions made when preparing the proposal.

The quality of the responses to the IFB will be viewed as representative of the proposer's capabilities. Responses to the below-referenced items should not exceed 15 single-spaced pages. CCHS expects that all items or services required to complete the project will be included in the proposal or specifically noted as excluded if they are not. It is the proposer's responsibility to ensure that the proposal includes all design processes, requirements, and deliverables necessary to perform the project scope.

Proposals must include but need not be limited to:

3.7.1 Title Page

A title page that identifies the IFB for which the proposal is being submitted, states the proposer's name, and identifies the name, title/authority, address, telephone and fax numbers and email address of one contact person for the proposal and for any clarification communications or negotiations.

3.7.2 Transmittal Letter

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by the individual or individuals authorized to bind the firm contractually. An unsigned proposal may be rejected. The letter shall include the following:

- (a) Transmittal letter must indicate the signer is so authorized to sign the proposal and any subsequently awarded contract and must include the title or position the signer holds in the proposer's firm.
- (b) If the signer is not the contact person identified on the title page, also include the address and telephone number of the authorized signatory.
- (c) A statement as to the willingness of the proposer's firm to enter into a contractual agreement containing, at a minimum, the terms and conditions set forth in Attachment B of this IFB. In accordance with Section 4 of this IFB, any exceptions to these terms and conditions must be explicitly stated in a separate section of the proposal.
- (d) A statement confirming that the proposed operates in compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60, as amended), as applicable.

3.7.3 Executive Summary.

A concise (no more than one page) summary of key points of the proposal.

3.7.4 Proposer's Background and Experience

- (a) Provide a background description of the proposer's firm, including but not limited to, the date the company was organized and, if proposer is a corporation, when and where it is incorporated.
- (b) A history of the proposer's experience to meet the requirements of the IFB.
- (c) Describe your experience in design of outpatient, multidisciplinary health centers.
- (d) Submit a list of all health care-related projects your firm currently has in progress and the status of each.

- (e) For your last two medical office building projects, provide the following: Name of project, Client contact, Owner's total initial budget, Total project cost, Total number of change orders, Total cost of change orders, Date of bid, scheduled completion date, and Building permit submittal date, and Project completion date.
- (f) What sets your firm(s) apart from other architects and engineers?

3.7.5 Staffing Proposal.

A staffing proposal that includes a list of staff who will participate in the project, showing the role of each and their level of effort and qualifications. Identify the addresses/locations from which this project will be managed. Provide information on your current workload and how you would accommodate this project.

3.7.6 Statement of Methodology

- (a) A written description of the proposer's understanding of, and methodology or approach to, the scope of services described herein. Proposers should elaborate, as appropriate, on the tasks listed in the Scope of Work
- (b) A proposal schedule for completing the scope of work that is itemized by task and includes a timeline of significant milestones. The schedule should outline the sequencing, overlapping, and interdependence of the individual tasks. The schedule should reflect CCHS' desire to complete Phase II and occupy Tenant Space #2 and #3 of building by June 30, 2023 (Friday) and complete Phase III and occupy Tenant Space I by January 2, 2024 (Tuesday) and should include the methods you would use to maintain this schedule.
- (c) Identify any significant issues, hardships or challenges related to this project you anticipate.

3.7.7 Fee Proposal

The fee proposal must be submitted in the proposer's package in a separate, clearly marked, sealed envelope. The fee proposal must be labeled "Architectural and Engineering Design Services: Fee Proposal." Fee proposals will not be opened until all responses have been initially evaluated. Although proposed fees will be considered, CCHS reserves the right to negotiate a lower or different fee structure with any proposer that is tentatively selected. The fee proposal must include an analysis, in as much detail as possible, of the components of compensation you propose to receive in connection with your provision of services under this IFB with subtotals by task and phase of work. The analysis shall include:

- (a) A list of anticipated potential contingencies and reimbursable ~~exps~~ subtotaled for each phase of the project.
- (b) Description of any additional services not included in the proposed fee.

This fee proposal shall be presented as a fixed price or not to exceed bid, and shall include all architecture, design, engineering, and construction administration services necessary for full approval and implementation of the project.

3.7.8 Conflicts of Interest

- (a) A statement describing any financial interest of any employee, officer, or director of CCHS in proposer's firm. A "financial interest" shall include the following transactions or relationships: (a) payment of fees including consulting fees, royalty fees, honoraria, or other emoluments or "in kind" compensation; (b) any gift of more than nominal value; (c) service as an officer or director of proposer whether or not remuneration is received for such service; or (d) an ownership interest in proposer, except that a shareholder owning less than a majority of shares of a publicly traded entity shall not be deemed to have a financial interest.
- (b) A statement describing any potential conflict of interest or appearance of impropriety, relating to other clients of proposer's firm, or employees of CCHS, that could be created by providing services to CCHS.
- (c) Indicate whether any owner, officer, or employee of proposer's firm has served as an officer of or has been employed by CCHS during the previous twelve (12) month period.
- (d) Indicate any pending litigation and/or regulatory action brought by any oversight body, person or entity that could have an adverse material impact on the proposing firm's ability to serve CCHS.
- (e) Explain the circumstances and outcome of any litigation, arbitration, or claims filed within the last ten years: (i) against your company by a client or (ii) by your company against a client.
- (f) Indicate if the firm has ever had a contract with any governmental entity terminated for any reason, and if so, provide an explanation.

3.7.9 Attached Forms

All proposals must include completed copies of the forms annexed hereto Attachments C, D, E, and F.

3.8 **Submission of Proposal**

Proposers must submit four (4) copies of their proposal to the address stated below no later than 3:00 PM Eastern Standard Time on June 23, 2022 (Thursday). Proposals received after this time and date will not be considered. CCHS is not responsible for any internal or external delivery delays that may cause a proposal to arrive at the prescribed address after the deadline.

All proposals shall be enclosed in sealed envelopes or boxes bearing labels that clearly state: (i) the name of the proposer; (ii) the proposer's address; and (iii) the title of the IFB. Proposals may be delivered by hand, by U.S. mail, or by express mail via a nationally known overnight service.

**Proposals must be submitted to:
 Choptank Community Health System, Inc.
 ATTN Leroy Woomer - IFB
 301 Randolph Street
 Denton, MD 21629**

4. Administrative Information

4.1 Method of Award

This IFB does not commit CCHS to any specific course of action. The contract will not be awarded solely based on lowest cost. If CCHS elects to award a contract for some or all the services proposed, the award will be made based on best solution and value (the proposal which optimizes, quality, cost, and efficiency) to the most responsive, qualified, and responsible proposer as determined in the evaluation process. CCHS may evaluate competitors' qualifications and select the most qualified competitor, as determined by CCHS in its sole and absolute discretion, subject to negotiation of fair and reasonable compensation. In addition to cost, proposals will be evaluated based on the following considerations (reflected in Sections 1 & 2 in the table below):

- 4.1.1** Functionality and creativity of the architectural design and its ability to meet the mission/purpose of CCHS's operations.
- 4.1.2** Quality of responses to questions identified in Section 3.7.4 (a-g).
- 4.1.3** All-inclusive cost.
- 4.1.4** Proposed integrity, compliance with public policy, record of past performance, and financial and technical resources.
- 4.1.5** Proposer qualifications, including:
 - (a)** Overall experience and reputation in the health care industry, specifically related to outpatient and large, multidisciplinary practices and
 - (b)** Demonstrated ability to compete projects within required time frames.

4.2 Proposal Evaluation Process

The preferred proposal will be selected based on an evaluation process that includes scoring against established criteria.

- 4.2.1** Initial evaluation/scoring against the criteria included in Table # 1 below (Sections 1 & 2)
- 4.2.2** Based on the initial scoring, the top 3 to 5 bidders will be asked to answer the questions in Section 3 via a presentation/interview process
- 4.2.3** Final/total scores will include points earned in the overall evaluation process.
- 4.2.4** A preferred proposal will be selected based on total score.

All proposals received in accordance with Section 3 will be reviewed and evaluated. Incomplete proposals and proposals that do not meet the minimum requirements will be rejected.

	Points
<i>Overall Proposal Responsiveness – IFB Section 3.7</i>	
Grade the responsiveness of the Proposal to all sections of the IFB’s Content.	5
<i>Background and Experience – IFB Section 3.7.4</i>	
Overall experience and reputation in the healthcare industry	10
Ability to complete projects within the required time frames.	10
Proposed Integrity, public policy compliance, record of performance, and financial and technical resources.	5
<i>Staffing Proposal – Section 3.7.5 and Attachment Form E</i>	
List and detail all key Personnel and sub-consultants.	10
<i>The Average fee of all proposals will be a baseline. All proposals will be awarded 1 point for submitting. One additional point will be awarded for each 5% increment below the baseline.</i>	
Fee Proposal	10
<i>Interview Questions</i>	
Introduce the team being assigned to our project including the daily point-of-contact?	10
What do you see being the greatest challenges with this facility and how will you address them?	10
What ideas/ concepts are you contemplating to promote” Choptank Care” and “Medical Home”?	10
How will you address the need for the facility to be flexible to the changing needs of the community?	10
What are your general thoughts for what the facility will look like?	10
Total	100

Proposers may be requested by CCHS to clarify contents of their proposals. Other than to provide such information as may be requested by CCHS, including but not limited to best and final offers, no proposer will be allowed to alter its proposal or add new information after the final submission date and time.

4.3 Reservation of Rights

CCHS reserves the right to take any, some or all of the following actions, in CCHS’ sole and absolute discretion:

- (a) Personally, interview proposer(s) as part of the IFB evaluation and selection process.
- (b) Reject any or all proposals received in response to the IFB.
- (c) Withdraw the IFB at any time, at CCHS’.

- (d) Make an award under the IFB in whole or in part.
- (e) Pursue any or all the services described herein from alternate sources.
- (f) Disqualify a proposer whose conduct and/or proposal fails to conform to the requirements of the IFB.
- (g) Seek clarifications and revisions of proposals.
- (h) Require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the IFB requirements.
- (i) Prior to the opening of proposals, amend the IFB specifications to correct errors or oversights, or to supply additional information about the services sought as such information becomes available.
- (j) Prior to the opening of proposals, direct proposers to submit proposal modifications addressing subsequent amendments or addenda to the IFB.
- (k) Change any date set forth in this IFB.
- (l) Waive any informalities or any non-material requirements of the IFB.
- (m) Negotiate with qualified proposer(s) within the scope of the IFB in the best interests of CCHS and prior to contract award.
- (n) Require proposer(s) to submit best and final offers ("BAFOs").
- (o) Award contract(s) to more than one successful proposer.
- (p) Make any payment contingent upon the submission of specific deliverables; and
- (q) Require that all offers be held open for a period of 120 days unless otherwise expressly provided for in writing.

4.4 Confidentiality of Proposals

Information submitted by any proposer will be considered confidential to CCHS and will not be used for any other purpose than evaluating the proposal. Confidential, trade secret, or proprietary materials must be clearly marked and identified as such upon submission by the proposer. Proposers must provide specific justification as to why disclosure of information in the proposal would cause substantial injury to the competitive position of the proposer.

Properly identified information that has been designated confidential, trade secret, or proprietary by the proposer will not be disclosed except as may be required by applicable state or federal laws. If CCHS determines that the law requires that confidential information be disclosed, CCHS will notify the proposer so that it may take whatever steps it deems appropriate.

4.5 Non-Discrimination Policy

It is the policy of CCHS to comply with all federal, state, and local laws, policies, orders, rules and regulations that prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status and to encourage the meaningful and significant participation at all levels (proposer, subcontractor, suppliers and others) for business enterprises owned by persons of color and women – Minority Business Enterprise (MBE) and Women Business Enterprise (WBE).

The proposer is encouraged to use its reasonable efforts to encourage, promote, and increase participation of business enterprises owned and controlled by persons of color or women (MBE/WBE) in the services sought by this IFB and to develop a policy to monitor such participation efficiently and effectively.

4.6 Disposition of Proposals

All proposals received by the due date become the property of CCHS and shall not be returned. Any successful proposal may be incorporated into a resulting contract. Any proposals received after the due date will be returned to the proposer unopened.

5. Contract Overview

5.1 Contract Provisions

Any contract resulting from this IFB will incorporate provisions of this IFB and portions of the successful proposal to which CCHS agrees. The final contract will also include the CCHS Standard Terms and Conditions set forth in *Attachment B*, and any applicable riders or other information deemed appropriate by CCHS. The properly executed contract shall supersede all proposals, whether written or oral, and all negotiations, conversations, and discussions occurring prior to execution of the contract.

Final contracts executed pursuant to this IFB shall be subject to approval by the Board of Directors of and legal counsel for CCHS.

5.2 Acceptance of Terms and Conditions

Proposer must acknowledge that it has read the CCHS Standard Terms and Conditions, as set forth in *Attachment B*, and that it understands and agrees to be bound by the same, with noted exceptions. To deviate from any provision of the CCHS Standard Terms and Conditions, Proposer must provide a separate document of exceptions, if any, taken to the CCHS Standard Terms and Conditions. Each exception must reference a specific numbered paragraph of the Standard Terms and Conditions. Proposer shall state a proposed alternative to each exception taken when stating that the term or condition is “unacceptable.” Any exceptions to CCHS Standard Terms and Conditions may disqualify a proposal.

RPF ATTACHMENT A – SCOPE OF WORK

1. Background and General Requirements

CCHS proposes to renovate the single (1) floor, building that is approximately 10,326 (+/-) square-foot located at 126 Philosopher's Terrace, Chestertown, MD to address the region's increased need for preventive and comprehensive integrated health services (Family Practice, Dental and Behavioral Health). When fully operational, the Chestertown Health Center will serve as a "Medical Home". The facility will be focused on providing great patient and staff experiences. Our goal as an organization is to provide access to affordable, exceptional care for all. At the same time the new facility described above should utilize the latest and most innovative design and technology concerning healthcare facilities. Patient safety, patient access, patient experience, staff satisfaction, energy efficiency, and facility longevity must be considered from the outset.

2. The Building

The existing facility will be renovated to accommodate integrated services such as: Family Practice, Convenient Care, Dental, Lab services, Specialty Care services, Integrated Behavioral Health services, group meeting space, Population Health, Community Outreach, and flex space to allow for the organization to grow. The Chestertown Health Center should address the entire patient experience to include entry, care administration and exit. The Chestertown Health Center must provide an outstanding patient and staff experience.

In addition to the above, the building must address lessons learned from the recent (on-going) COVID pandemic experience, *i.e.*, improved air quality, use of waiting rooms, entrance and exit routes and isolation capabilities in the dental operations area.

3. The Site – 126 Philosopher's Terrace, Chestertown, MD

CCHS has entered into an agreement to sublease the building at 126 Philosopher's Terrace in Chestertown, MD. In addition to designing and renovating a Medical Office Building (MOB), additional responsibilities for this project include any signage necessary to help people locate, enter, and exit the facility.

4. Preliminary Work Completed to Date

CCHS has engaged several contractors to make minor cosmetic changes in Tenant Space #1 to have a Family Practice presence at the site by July 1, 2022. These activities are only temporary in nature until Tenant Spaces #2 and 3 are renovated. This is considered Phase II. When Phase II is completed Family Practice will move to Tenant Space #2 and be joined by Behavior Health Service (BHS). After Tenant Space #1 is vacated renovation of that space will begin for Dental Services. This will be conserved Phase III.

5. Architectural and Engineering Design Scope of Work

Note: AEF = Architectural-Engineering-Firm

5.1 SCHEMATIC DESIGN PHASE

The design of the new health center will maximize use of square footage for primary care, integrated behavioral health, dental, as well as allow for sufficient space for ancillary support services and other services discussed above. The design should allow for the progressive growth of the health center. With these assumptions in mind and input from health center staff, a CCHS team approach has been developed.

5.1.1 The architectural firm selected will be expected to work closely with the following three teams to develop the project:

- (a) Design Concepts Team (COO, Facilities Director & and CCHS Project Manager)
- (b) Staff / User Panel Team (COO, Directors, Managers, Front Line Staff,)
- (c) Final Plans Team (BOD, CEO, COO, CFO, Sr. Leadership)

5.1.2 The selected architectural and engineering firm will:

- (a) Develop conceptual/preliminary drawings from ideas developed by the “Design Concepts Team”.
- (b) Utilizing the conceptual/preliminary drawings generated and working with the “Staff / User Panel Team”, continue the development of the general plan.
- (c) Present a “Final Plan” (Design Schematic) to the Final Plans Team and the Board of Directors.

The AEF will be responsible for working with CCHS to fully develop the schematic design for the interior spaces fit out within budget and timelines set forth by CCHS.

The project shall be designed as determined by CCHS based on schematic design information, consultation by AEF, and funding requirements. The security, access control, video surveillance, and IT infrastructure (cabling, etc.) must be designed to be compatible with existing CCHS systems. In the interest of safety CCHS has a strong desire for the design to include fire suppression and emergency power. Additionally, the AEF should note that all designs and construction will be required to comply with ADA, and all requirements imposed by Federal, State, or non-profit funding for the project.

5.2 DESIGN DEVELOPMENT PHASE

The AEF will be responsible for producing all design development and construction documents. If necessary, the AEF will be responsible for selecting sub-consultants for their design team. These selections will be made in collaboration with CCHS. The AEF will be responsible for coordination and management of services, design, and all other work product of the sub-consultants for the respective new health center facility. The services and descriptions listed below are based upon preliminary understandings of potential scope and should not be interpreted by proposers as defined requirements.

The Prime Subcontractors that may be required for these projects include but are not limited to:

- 5.2.1** Mechanical Engineering (mechanical, electrical, plumbing)
- 5.2.2** Structural Engineering - including but not limited to foundation, superstructure, blast, and specialized structural design.
- 5.2.3** Geotechnical Engineering – including but not limited to soils and foundation analysis and recommendations.
- 5.2.4** Civil Engineering
- 5.2.5** Lighting Designer – including but not limited to site lighting, theater lighting, interior lighting, and exhibit lighting.
- 5.2.6** IT/Telecom Consultant
- 5.2.7** Security – including but not limited to security planning, technical and physical security.
- 5.2.8** Code Compliance / Life Safety - including but not limited to code analysis, recommendations, and scenario modeling.
- 5.2.9** Cost Estimating – including but not limited to cost estimating and value engineering.
- 5.2.10** Graphic Design – including but not limited to site and building signage, exhibition graphics, way finding, and presentation graphics.
- 5.2.11** Sustainable Design – including but not limited to sustainable design practices.
- 5.2.12** Acoustical / Vibrations – including but not limited to site, building and room acoustics and vibration criteria and design.

The AEF shall hold all sub-consultant contracts. The AEF will be responsible for coordination and management of all work of the sub-consultants for the project.

5.3 CONSTRUCTION DOCUMENTS PHASE

In the Construction Documentation phase, the AEF will provide services necessary to prepare drawings and specifications for construction based upon owner-approved design development documents. These services include, but are not limited to:

- 5.3.1** Coordination of all architectural, civil, interior, structural, IT/security, mechanical and electrical engineering work, including the incorporation of any owner-supplied equipment to complete the project. All items and components shall be graphically represented in enough detail to allow the General Contractor to complete the project.
- 5.3.2** Preparation of Architectural Construction Documents from the approved Final Plan Documents with plans, elevations, sections, site work, interior building signage, and details, plus notes and schedules illustrating the design, location, size and dimensions of each project component and the parts thereof, for the purpose of construction. All drawings need to be referenced and coordinated among the design team members.
- 5.3.3** Preparation of Civil Documents to graphically represent features dealing with on-site improvements of utilities and fire protection systems.

- 5.3.4** Preparation of Structural Construction Documents, which shall occur in concert with the Architectural Construction Documents, will graphically portray the complete structural concept of the Project, and will include details, schedules, notes, and information necessary to facilitate Construction.
- 5.3.5** Preparation of detailed engineering calculations and construction documents for the heating, ventilating, air conditioning, and plumbing systems, as they relate to the approved architectural design and engineering analysis. Air quality and circulation/re-circulation requirements will be to the latest codes for medical facilities and will incorporate additional capabilities as specified by CCHS based on evolving guidance related to the COVID pandemic. These drawings will establish the size, shape, dimensions, and capacity of the various HVAC elements involved.
- 5.3.6** Preparation of the detailed engineering calculations and construction documents for electrical work, architectural design, and engineering analysis shall be provided to the Owner Representative. Size, location, and capacity of the various elements involved shall be derived from the approved Final Plan Documents. Electrical systems include power acquisition, if necessary, power distribution, interior and exterior lighting, telephone, and other communication systems (including data), low voltage system, card access, security/CCTV system, fire notification system, direct current applications and emergency lighting. A backup generator, as well as all related switching and safety services, for the site may be required. Electrical working drawing services include plans, sections, details, schedules, diagrams and notes necessary to construct the electrical work.
- 5.3.7** Preparation and coordination of Interior Construction Documents, finish schedules, and material selection boards to graphically represent with plans, sections, details, schedules and notes, all information necessary to provide finish materials and color selections.
- 5.3.8** Aid in review and modifying of general conditions and supplementary conditions of the contract for construction.
- 5.3.9** Provide specifications that will complement the working drawings to amplify and further describe materials, systems, methods of construction, performance, and quality requirements, as well as tests to verify performance of all the components of the Project.
- 5.3.10** Provide quality assurance reviews, overall coordination of all architectural/engineering disciplines and consultants and review all documents for zoning and code compliance.
- 5.3.11** Timely final approval of, and ensuring compliance with, the construction documents of all construction submittals including shop drawings, product specifications, and samples.
- 5.3.12** Provide all contract administration services during construction including, but not limited to, (timely) responding to requests for additional information, change order request review and approval, issuing supplemental drawings and specifications, evaluation of the work, and submittal review.
- 5.3.13** Management of the government approval process and preparation, submittal and revisions of all documents related to construction as assistance, where necessary with all documents related to financing (*i.e.*, local, state, and federal permits, HRSA Grant Documents, NEPA, SHA, SHPO, and others).

5.3.14 The project shall be designed in conformance with generally accepted architectural and engineering practices and to comply with all applicable codes and regulations, including but not limited to, adopted handicap accessibility standards and, at a minimum, mandatory standards and policies relating to energy efficiency which are contained in the Maryland state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

5.4 BIDDING / NEGOTIATION PHASE

Following the CCHS' approval of the construction documents, the AEF will provide services necessary to assist CCHS in obtaining bids and in awarding and preparing construction contracts. Other services include responding to questions from bidders, participation in bidders' conferences, attending bid openings, and preparation and distribution of addenda documents.

5.5 CONSTRUCTION PHASE

5.5.1 The Construction Phase will commence with the award of the Contract for Construction and, together with the AEF's obligation to provide design and construction administration services, will terminate when final payment to the Contractor is approved by CCHS, or in the absence of a final Certificate for Payment or of such due date, sixty (60) days after the Date of Completion of the Work.

5.5.2 During the Construction Phase, the AEF shall make visits to the site at intervals appropriate to the various stages of construction to perform all duties and responsibilities set forth herein and observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor and to determine in general if such work is proceeding in accordance with the Contract Documents. Attend project job meetings and prepare the minutes of the job meetings and submit them to all involved parties within 2 business days of project meetings. In addition, based upon the on-site observations, the AEF shall keep CCHS informed of the progress and quality of the Work, and shall endeavor to guard CCHS against defects and deficiencies of the Work of the Contractor.

5.5.3 If there is a conflict in the design documents or a design issue that precludes the General Contractor from continuing to construct, then the AEF shall prepare any sketches, plans, drawings, or other documents and shall visit the site as often as is required until the issue is rectified. In addition, the AEF shall assist CCHS in negotiating with the Contractor for the necessary work.

5.5.4 The AEF shall advise CCHS but shall not have final control or charge of construction means, methods, techniques, sequences, or procedures.

5.5.5 The AEF decisions in matters relating to artistic effect shall be approved by the CCHS and shall be final if consistent with the intent of the Contract Documents.

5.5.6 The AEF shall prepare written responses to requests for interpretations of the meaning and intent of the Drawings and Specifications. Such action shall be taken in accordance with the Contract Documents regarding reasonable promptness to cause no delay per the Contract Specifications. The AEF shall maintain and continuously update the Request for Information log. This log shall be submitted to CCHS monthly and prior to each Progress Meeting.

- 5.5.7** The AEF shall promptly review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples including Color Schedules and Coordination Drawings, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken in accordance with the Contract Documents regarding reasonable promptness to cause no delay per the Contract Specifications. The AEF approval of a specific item shall not indicate approval of an assembly or system of which the item is a component. The AEF shall maintain and continuously update a log of all submittals. This log shall be submitted to CCHS monthly and prior to each Progress Meeting.
- 5.5.8** The AEF shall review the Operations and Maintenance Manual prepared by the Contractor in accordance with the manufacturer's recommendations. In addition to the O&M Manual, the AEF shall insure that the Contractor provides the necessary training services relative to the equipment supplied by this Contract.
- 5.5.9** The AEF, with CCHS's personnel, shall observe the Contractors' final testing and start-up of all utilities, operational systems, and equipment.
- 5.5.10** Change order services including preparation and issuance of necessary drawings and specification to describe work to be added, deleted, or modified. All changes must be approved by CCHS prior to proceeding with the work unless the change involves a potentially dangerous situation.
- 5.5.11** Review and approval of all draw requests. Evaluate the scope and price of change orders and applications for payment.
- 5.5.12** Review reports generated by testing agencies for compliance with the requirements of the contract documents for materials or procedures.
- 5.5.13** Develop a comprehensive punch list of items to be completed or corrected and will assist Owner's Representative in determining partial contract sum to be retained until final completion. Services include detailed follow-up, inspection, and comparison of the work with the original punch list.
- 5.5.14** Promptly following completion and receipt from Contractor of marked "as-built" plans and based on information contained therein, as well as the AEF's observations, prepare "Record Drawing" plans, documenting all architectural and engineering changes throughout the Project. Record Drawing plans to be delivered to the Owner in the form of a) blue-line drawings (2 sets); b) PDF, and c) CAD.
- 5.5.15** Final sign-off on the project, assuring that the final project represents what was originally conceptualized and captured in the construction documents.
- 5.5.16** In the event of any disputes between the Contractor and CCHS, the AEF shall review all submittals and participate in dispute resolution procedures.

IFB ATTACHMENT B - CCHS STANDARD TERMS AND CONDITIONS**ARTICLE I. DEFINITIONS**

- 1.1. Agreement. “Agreement” shall mean the written agreement between CCHS and the successful proposer, if any, awarded a contract to develop and implement the Architectural and Engineering Design Services sought by this IFB.
- 1.2. Services. “Services” shall mean the Architectural and Engineering Design Services as may be offered by Vendor to CCHS as part of a proposal submitted in response to this IFB.
- 1.3. Vendor Representative. “Vendor Representative” shall mean all employees, Vendors, agents, subcontractors, or representatives of Vendor providing Services on behalf of Vendor at any CCHS site.

ARTICLE II. SERVICES AND PAYMENT

- 2.1. Services. All Services shall be performed in a manner consistent with the generally recognized standards of persons regularly engaged in providing such services. Vendor warrants to the CCHS that any Services performed, and any materials used by Vendor in connection with the Services shall be free from defects in workmanship and/or materials and agrees that any damage arising from any breach of this warranty shall promptly be remedied by Vendor at its sole expense.
- 2.2. Conduct. All Vendor Representatives shall always while present at CCHS facilities, comply with CCHS rules and regulations and the lawful directives of CCHS security personnel and CCHS administration. Vendor Representatives shall always while present at CCHS facilities, conduct themselves in accordance with CCHS Policies and Procedures, including the CCHS code of conduct, sexual harassment policy, and anti-discrimination policy. The Vendor shall promptly remove from CCHS facilities any Vendor Representative whose conduct the CCHS reasonably determines to be objectionable.
- 2.3. Ownership of Records. All plans, specifications and records prepared or compiled by Vendor in providing and completing the Services, including but not limited to written reports, studies, plans, designs, specifications, schematics, cost estimates, permits, graphs, charts, and all other similar recorded data, shall become and remain the property of the CCHS. Vendor may retain copies for its own use, all of which shall be subject to all confidentiality requirements set forth herein. CCHS, any Federal, State, or local agency which provides funding (or serves as a recipient or subrecipient of funding) for the project, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Vendor which are directly pertinent to the Services for the purpose of making audit, examination, excerpts, and transcriptions. Vendor shall retain all such records for three years after final payments are made hereunder and all other pending matters are closed.

- 2.4. Payment Terms. CCHS shall pay all properly submitted and undisputed invoices for the Services within ninety (90) days from the date CCHS receives an invoice. All invoices must reference the Contract and are to be addressed to CCHS, at CCHS address provided in each purchase order.
- 2.5. Interest and Other Charges. Any references in any Vendor quotation, invoice or agreement to interest charges, late fees, restocking fees or cancellation charges shall be excluded from and superseded by the Agreement.
- 2.6. Taxes. CCHS and its facilities are exempt from local, state, and federal taxes (including local and state sales or use taxes). Upon request, CCHS will furnish evidence of such tax-exemption. CCHS shall not be charged or subject to, and shall not pay, any tax, tariff, duty, cost, or expense imposed by any taxing authority outside the United States of America and any such tax, tariff, duty, cost, or expense shall be the sole responsibility of the Vendor.

ARTICLE III. TERM AND TERMINATION

- 3.1. Term. The Agreement shall commence on the Effective Date of the Agreement and shall continue for the duration of the project, unless earlier terminated in accordance with this Article III.
- 3.2. Termination for Cause. Either Vendor or CCHS shall have the right to immediately terminate the Agreement in its entirety in the event of a material breach of the terms of the Agreement by the other party which is not cured within thirty (30) calendar days following receipt of written notice specifying the breach.
- 3.3. Termination Without Cause. CCHS shall have the right to terminate the Agreement in its entirety without cause by providing Vendor at least sixty (60) days prior written notice.
- 3.4. Insolvency. If either Party shall be declared insolvent or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of, or for, either Party's property or business, the Agreement may be terminated, at the other Party's option, without liability hereunder.
- 3.5. Remedies. Termination by either Party pursuant to the terms of this Article III, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights against the other Party that arose prior to termination.

ARTICLE IV. GENERAL PROVISIONS

- 4.1. Confidentiality. For purposes of this Section 4.1 "Confidential Information" shall mean all proprietary information, customer lists, patient information, customer purchasing requirements, prices, trade secrets, know-how, processes, documentation, and all other information without limitation which is not generally known to, or readily ascertainable by proper means, by the public or which might reasonably be considered confidential, secret, sensitive, proprietary, or private to either the Vendor or CCHS.

- 4.1.1. In performing their respective obligations under the Agreement, the Vendor and CCHS may come into contact with, be given access to, and, in some instances, contribute to each other's Confidential Information. In consideration of permitting the Vendor and CCHS to have access to each other's Confidential Information, during the term of the Agreement, the Vendor and CCHS agree that they will not disclose to any third party any Confidential Information of the other Party, except as provided in Section 4.1.3, without the other Party's prior written consent. The Vendor and CCHS shall only make the Confidential Information of the other Party available to its employees, auditors, attorneys or other professionals or Vendors hired by such Party in the ordinary course, to the extent that their duties, requirements, or contract for services require such disclosure, and agree to take appropriate action by instruction or agreement with such individuals permitted access to the Confidential Information to satisfy the obligations under this Section.
- 4.1.2. The provisions of this Section will not apply to information: (i) developed by the receiving Party without use of, or access to, the disclosing Party's Confidential Information; (ii) that is or becomes publicly known without a breach of the Agreement; (iii) disclosed to the receiving Party by a third party not required to maintain such information confidential; or (iv) that is already known to the receiving Party at the time of disclosure. The provisions of this Section 4.1.2 shall not apply to "Protected Health Information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its related regulations, 45 C.F.R. Parts 160 and 164.
- 4.1.3. If any law, governmental authority, or legal process requires the disclosure of Confidential Information, the subject Party may disclose such information, provided, that, the other Party is notified of the disclosure.
- 4.2. Disclosure of Protected Health Information (PHI). If the transaction involves any disclosure of PHI to the Vendor, and the Vendor is determined to be a Business Associate (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its related regulations, 45 C.F.R. Part 160 and 164), the Vendor will execute a CCHS Business Associate Agreement.
- 4.3. Business in Confidence. Neither Party shall, without first obtaining the written consent of the other Party, advertise or publish the fact that Vendor has contracted to provide, or CCHS has contracted to purchase, the Services that are the subject of the Agreement.
- 4.4. Publicity and Trademarks. Each Party will not and will cause its affiliates not to use the name or any trademark or service mark of the other Party or any of its affiliates without the prior written consent of the other Party.
- 4.5. Financing Statements. The Vendor acknowledges and agrees that the filing of any financing statement under the Uniform Commercial Code in connection with any transaction related to the Agreement is expressly prohibited unless such filing is agreed to in writing by the Chief Financial Officer of CCHS or such filing is for notification purposes with respect to custodial or other arrangements not intended as a secured transaction in which case such financing statements must expressly state: "This financing statement is filed for notice

purposes only and the filing thereof shall not be deemed to create, or to constitute evidence of, a security interest under the Uniform Commercial Code.”

- 4.6. Safe Harbor Discount. Each Party agrees to always comply with the regulations issued by the United States Department of Health and Human Services published at 42 C.F.R. Part 1001, and which relate to the Vendor's obligation to report and disclose discounts, rebates, and other reductions to CCHS Services purchased under the Agreement. Where a discount or other reduction in price of the Services is applicable, the Vendor agrees to comply with the requirements of 42 U.S.C. §1320a-7b(b)(3)(a) and the “safe harbor” regulations regarding discounts or other reductions in price set forth at 42 C.F.R. §1001.952(h). In this regard, the Vendor will satisfy all requirements imposed on sellers by the safe harbor and CCHS will satisfy all requirements imposed on buyers by the safe harbor. Thus, in cases where the Vendor forwards to CCHS an invoice that does not reflect the net cost of the Services to CCHS, the Vendor shall include the following language, or reasonably comparable language, on such invoice: “This invoice does not reflect the net cost of supplier services to the Medical Center. Any additional discounts or other reductions in price may be reportable under federal regulations at 42 C.F.R. §1001.952(h).” In cases where the Vendor forwards to CCHS an invoice that does reflect a net cost of the Services after a discount to CCHS, the Vendor shall include the following language, or reasonably comparable language, on such invoice: “This invoice reflects the net cost of Products or Services to the Medical Center. This price constitutes a ‘discount or other reduction in price’ and may be reportable under federal regulations at 42 C.F.R. §1001.952(h).”
- 4.7. Government Health Program Participation. Each Party represents that it has not been excluded from participating in any “federal health care program,” as defined in 42 U.S.C. § 1320a-7b(f), or in any other federal or state government payment program and that it is eligible to participate in the foregoing programs. If either Party is excluded from participating in, or becomes otherwise ineligible to participate in, any such program during the term of the Agreement, such Party will notify the other Party of that event within thirty (30) days. Upon occurrence of that event, whether such notice is given, either Party may terminate the Agreement effective upon written notice to the other Party.
- 4.8. Debarment. The Vendor represents that (a) it has not been convicted of a criminal offense related to health care; (b) it is not currently listed by a federal agency as debarred or otherwise ineligible for participation in federally funded programs; and (c) it is not currently listed by the State of Maryland, any political subdivision of the State of Maryland or any public benefit corporation or public authority as debarred, excluded or otherwise ineligible to contract with such public entity. The Vendor shall promptly notify CCHS, in writing, of any change in this representation during the term of the Agreement. Such change in circumstances shall constitute cause for which CCHS may terminate the Agreement pursuant to Article III. For purposes of this Section 4.8, the Vendor is defined as the entity entering into the Agreement, and/or its principals, employees, directors and officers and owners, provided, however, that, if the Vendor is publicly traded, the term “Vendor”, for the purposes of this Section, shall not include persons owning publicly traded shares of Vendor).

- 4.9. Personal Inducements. The Vendor represents and warrants that no cash, equity interest, merchandise, equipment, services, or other forms of remuneration have been offered, shall be offered, or will be paid or distributed by or on behalf of the Vendor to CCHS and/or the employees, officers, or directors of CCHS and their immediate family members as an inducement to purchase or to influence the purchase of Services by CCHS from the Vendor. In addition to any other remedy to which CCHS may be entitled and any other sanction to which a Vendor may be liable for a breach of the foregoing representation and warranty, CCHS, at its option, may declare any agreement between the Vendor and CCHS null and void.
- 4.10. Compliance with Laws and Regulations. In the performance of their duties and obligations hereunder, each Party warrants that it shall comply with all applicable federal and state laws and regulations, including without limitation equal-opportunity laws, and fraud and abuse laws. The Vendor further warrants that all Services purchased pursuant to the Agreement will conform and comply with all applicable provisions of governing laws, ordinances, rules, and regulations. The Vendor shall obtain and maintain in full force and effect during the term of the Agreement all licenses, permits, certificates and accreditations as may be required by law or regulation. The Vendor agrees that in the event it receives any written notice of non-compliance with any statute or regulation from any federal or state agency that may materially affect the Vendor's performance hereunder, the Vendor will promptly notify CCHS in writing of the receipt of such notice and the nature of such notice.
- 4.11. Access to Books and Records. To the extent required by law, CCHS and Vendor agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Vendor further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to the Agreement, the Vendor shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, the Agreement and the books, documents and records of the Vendor that are necessary to verify the nature and extent of the costs charged to CCHS hereunder. The Vendor further agrees that if Vendor carries out any of the duties of the Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.
- 4.12. Dispute Resolution. Upon the agreement of both Parties, any dispute as to the performance of a Party's obligations under the Agreement or any related matter may be referred to non-binding mediation by a neutral third party, the rules, and procedures of which shall be mutually agreed to by the Parties. Nothing in this paragraph shall be construed to prevent or delay either Party from exercising, at any time, all legal rights available to it in a

court of competent jurisdiction. No offer, finding, action, inaction, or recommendation made or taken in or because of mediation shall be considered for any purpose as an admission of a Party, nor shall it be offered or entered evidence in any legal proceeding.

- 4.13. Governing Law and Venue. The Agreement shall be construed, and its performance enforced, under Maryland law without regard to conflicts of laws principles. The exclusive venue for the purposes of any action, suit or proceeding related to or arising directly or indirectly out of the Agreement shall be in the Circuit Court for Caroline County, Maryland. To the fullest extent permitted by law, each party waives trial by jury in any action, proceeding or counterclaim brought by or on behalf of either Party with respect to any matter relating to the Agreement.
- 4.14. Attorney's Fees. If any action or proceeding is commenced by either Party for the enforcement of or in connection with the Agreement, each Party shall be responsible for its own attorneys' fees, costs, and disbursements incurred in connection with such action.
- 4.15. Limitation of Liability. The liability of the Parties to each other for damages in connection with the Agreement, regardless of the form of action, shall not exceed the actual damages incurred by the Party seeking redress. Neither Party shall be liable to the other for any special, consequential, punitive, or exemplary damages arising from the Agreement, including but not limited to damages for loss of future business and/or lost profits. This provision shall not apply to claims raised by third parties against the Vendor or CCHS, or to claims in which either Party joins the other as a third-party defendant.
- 4.16. Insurance. The Vendor will maintain general public liability insurance against any insurable claims as set forth in Schedule B-1 attached hereto.
- 4.17. Indemnity.
- 4.17.1. *Indemnification*. Each Party shall, to the extent permitted by law, indemnify, defend, and hold harmless the other Party, and its officers, directors, employees, agents, successors, and assigns for, from and against any claim or action brought against, arising out of the acts or omissions of the indemnifying Party, its employees, or agents.
- 4.17.2. *Notice*. It is a condition to each Party's obligations under this Section 4.17 that the Party seeking indemnification notify the indemnifying Party promptly of the claim, permit the indemnifying Party to control the litigation and settlement of that claim, and cooperate with the indemnifying Party in all matters related thereto, including by making its documents, employees, and agents available as reasonably necessary.
- 4.17.3. *Consent to Settlement*. The indemnifying Party may not settle any claim without the consent of the other Party unless there is no finding or admission that the other Party has violated any law or the rights of any person or entity and the sole relief provided is monetary damages that the indemnifying Party pays in full or injunctive relief enforceable only against the indemnifying Party.

- 4.18. Representative Access. CCHS reserves the right to require, and Vendor shall upon the request of CCHS ensure that any Vendor Representative that will have access to clinical areas of CCHS's facility shall undergo a pre-placement assessment of health status to make certain that they are free from health impairment which is of potential risk to patients and personnel as indicated by a recorded medical history, physical examination, immunizations, and laboratory testing.
- 4.19. Background Check. Vendor further agrees that all Vendor Representatives assigned to CCHS hereunder will be subject to a background check like the inquiries made by CCHS with respect to its own employees and that the CCHS has the right to deny any Vendor Representative access to its facilities based on the results of such inquiry.
- 4.20. Conflicts of Interest. The Vendor represents, to the best of its knowledge, that no employee, officer, or director of, and no physician or physician practice affiliated with, CCHS has a financial interest in the Vendor. The Vendor further agrees that if it discovers or otherwise becomes aware that an employee, officer, or director of, or a physician or physician practice affiliated with, CCHS has a financial interest in the Vendor, Vendor shall promptly disclose that financial interest to CCHS in writing. To the extent that a financial interest is disclosed by Vendor in accordance with this Section, the Parties agree to make good faith efforts to resolve any conflict of interest, provided however, if such conflict of interest cannot be resolved, CCHS, at its option, may declare any agreement between the Vendor and CCHS null and void.
- 4.20.1. Financial Interest. For purposes of this Section, the term "financial interest" shall include the following transactions or relationships: (a) payment of fees including consulting fees, royalty fees, honoraria, or other emoluments or "in kind" compensation; (b) any gift of more than nominal value; (c) service as an officer or director of Vendor whether or not remuneration is received for such service; or (d) an ownership interest in Vendor, except that a shareholder owning less than a majority of shares of a publicly traded entity shall not be deemed to have a financial interest for the purposes of this Section.
- 4.21. Survival. All provisions regarding confidentiality, indemnification, warranty, liability, and limits on liability shall survive termination of the Agreement.
- 4.22. Force Majeure. Neither Party shall be deemed to be in default of or to have breached any provision of the Agreement because of any delay or failure in performance due to reasons beyond such Party's reasonable control. If such a delay occurs, the affected Party may extend the time for performance by a period equal to the delay. Notwithstanding the foregoing, if a force majeure event is claimed by either Party and such event continues for more than fifteen (15) business days, either Party shall have the right and option to terminate the Agreement.
- 4.23. Entire Agreement. The Agreement shall constitute the entire agreement between the Parties concerning the subject matter of the Agreement and will supersede all prior negotiations and agreements between the Parties concerning the subject matter of the Agreement. The terms

of any purchase order, invoice, or similar documents used to implement the Agreement shall be subject to and shall not modify the Agreement.

- 4.24. Amendment. The Agreement may only be amended by written agreement of the Parties.
- 4.25. Assignment. Neither Party may assign any of its rights or obligations under the Agreement, either voluntarily or involuntarily (whether by merger, consolidation, dissolution, operation of law, or otherwise), without the prior written consent of the other Party. Any purported assignment in violation of this section will be void. Any request for consent to an assignment to an affiliate of a Party (i.e., an entity that controls, is controlled by, or is under common control with a Party) shall not be unreasonably withheld, conditioned, or delayed by the consenting Party.
- 4.26. Relationship of the Parties. For purposes of the Agreement, each Party will be an independent contractor. The Agreement will not create a partnership, association, or other business entity. Neither Party has any authority to act for or to bind the other.
- 4.27. Waiver. No provision of the Agreement may be waived except by a writing signed by the Party against whom the waiver is sought to be enforced. No failure to enforce any provision of the Agreement constitutes a waiver of future enforcement of that provision or of any other provision of the Agreement.
- 4.28. Other Contractual Obligations. Each Party represents that it is not prohibited from entering, or performing its obligations under, the Agreement by the terms of any other agreement.
- 4.29. Counterparts. The Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Parties agree to accept and be bound by facsimile or PDF transmitted copies of the Amendment and its counterparts including facsimile or PDF signatures of the Parties.

SCHEDULE B-1
INSURANCE REQUIREMENTS

1. Prior to providing the Services hereunder, the Vendor shall obtain at its own cost and expense the insurance required herein from a licensed insurance company, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Corporation, which evidence shall be subject to CCHS' approval. The policies or certificates thereof shall provide that CCHS shall receive thirty (30) days' written notice prior to cancellation of or material change in the policy, which notice shall name Vendor, identify this Agreement, and be sent via registered mail, return receipt requested. Failure of the Vendor to obtain and maintain any insurance required hereunder shall not relieve the Vendor from any of its obligations hereunder, including but not limited to indemnification, or from any Vendor liability hereunder. All property losses shall be made payable to, and adjusted with, CCHS. If claims for which Vendor may be liable are filed against either Party, or if such claims exceed the coverage amounts required herein, CCHS may withhold such excess amount from payment due to Vendor until the Vendor furnishes additional security covering such claims in a form satisfactory to CCHS.
2. The Vendor shall provide proof of the following coverage:
 - (a) Workers' Compensation. Vendor shall provide to CCHS satisfactory proof of compliance with applicable Maryland workers' compensation and disability laws and regulations.
 - (b) Employer's liability insurance with a minimum limit of \$100,000.
 - (c) General liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming CCHS as an additional insured. This insurance shall indicate the following coverage on the certificate of insurance:
 - (i) Premises - Operations.
 - (ii) Broad Form Contractual.
 - (iii) Independent Contractor and Sub-Contractor.
 - (iv) Products and Completed Operations.
 - (d) Professional liability insurance ("acts and omissions") on an occurrence basis covering the Vendor and its employees and agents, with minimum limits of \$2,000,000 per occurrence, \$4,000,000 in the aggregate.
 - (e) Vehicle liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000. This insurance shall include the following coverage for bodily injury and property damage arising out of the use of owned, hired, and non-owned vehicles.

3. All policies and certificates of insurance required herein shall provide that:
 - (a) The insurer, or Vendor if it is self-insured, shall have no right to recovery or subrogation against CCHS (including its employees and agents), it being the intention of the Parties that the insurance policies shall protect both Parties and be primary coverage for all losses covered by the insurance.
 - (b) The insurer, or Vendor if it is self-insured, shall have no recourse against the CCHS (including its employees or agents) for payment of any premiums or for assessments under the policy.
 - (c) Vendor assumes responsibility, and is solely at risk for, all deductibles.
 - (d) The clause "other insurance provisions" shall not apply to CCHS.

IFB ATTACHMENT - C

Vendor Debarment/Exclusion Questionnaire

1. Are you or your company or any of its employees currently ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs because of being excluded, debarred, suspended, or otherwise declared ineligible to participate?

Yes * _____ No _____

* *If you answered Yes, please provide a complete explanation on an attached sheet of paper.*

2. Have you or your company or any of its employees been convicted of any of the following offenses: program-related crimes, crime relating to patient abuse, felony conviction relating to health care fraud, or felony conviction relating to controlled substances, but have not yet been excluded, debarred, suspended, or otherwise declared ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs?

Yes * _____ No _____

* *If you answered Yes, please provide a complete explanation on an attached sheet of paper.*

3. If you furnish products/goods/services from other vendors/contractors, do you verify with them at the time of contracting that neither the company nor any of its employees is ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs because of being excluded, debarred, suspended, or otherwise declared ineligible to participate?

Yes * _____ No _____

* *If you answered No, and you are awarded this contract, you will be required to undertake this screening for any vendors/contractors that will be providing goods or services pursuant to this contract prior to the effective date of the agreement. Such screening is to be performed utilizing the OIG's List of Excluded Individuals/Entities and the GSA's Excluded Parties Listing System.*

4. If you furnish products/goods/services from other vendors/contractors, do you verify with them that neither the company nor any of its employees has been convicted of any of the following offenses: program-related crimes, crimes relating to patient abuse, felony conviction relating to health care fraud, or felony conviction relating to controlled substances, but have not yet been excluded, debarred, suspended or otherwise declared ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs?

Yes _____ No * _____

* *If you answered No, and you are awarded this contract, you will be required to undertake this screening for any vendors/contractors that will be providing goods or services pursuant to this contract prior to the effective date of the agreement. Such screening is to be performed utilizing the OIG's List of excluded Individuals/Entities and the GSA's Excluded Parties Listing System.*

IFB ATTACHMENT - D

M/WBE and EEO Compliance Documentation Form

Name of Proposer: _____

A. MINORITY/WOMEN'S BUSINESS QUESTIONS

As part of the CCHS’s program to encourage the participation of minority/women's business, we request that you answer the questions listed below. If you do not respond, we will assume that you do not wish to be considered as a minority/women's business.

A minority business enterprise is defined as a business of which 51% or more is owned by minorities or, in the case of a publicly owned business, 51% or more of the voting power in shares of the corporation is owned by minorities. Minorities are defined as Blacks, Hispanics, Asians, American Indians, Eskimos and Aleuts.

A woman owned business enterprise is defined as a business in which women own at least 51% of the firm, or in the case of a publicly owned business, at least 51% of the stock is owned by citizens or permanent resident aliens who are women.

QUESTIONS:

1. Are you a minority owned business: Yes_____No_____

If yes, what is your minority group(s)?

Answer: _____

2. Are you a woman owned business: Yes_____No _____

3. If you answered yes to numbers 1 or 2, what percentage of ownership or voting authority of your business is held by members of a minority group or women?

Answer:_____

4. Please identify by name, the minority or women owners of your business and ownership percentage of each.

IFB ATTACHMENT - E
KEY PERSONNEL AND SUBCONSULTANTS

Prime Consultant:

[Insert legal firm name and address]

[Indicate if firm is or is not an MBE or WBE]

[Indicate percentage of work]

Key Personnel

[List titles and names (three persons minimum)]

Sub-consultants:

[Insert legal firm name and address]

[Indicate if firm is or is not an MBE or WBE]

[Indicate percentage of work]

[Indicate type of work to be performed (i.e., survey).]

Key Personnel

[List titles and names (three persons minimum)]

Repeat as necessary for all sub-consultants.

Choptank Community Health System

IFB ATTACHMENT - F

PAYMENT SCHEDULE

[Insert total amount of compensation and complete payment schedule]

Schematic Design Phase		\$	0.00
Survey/Testing	\$	0.00	
Schematic Design	\$	0.00	
Design Development Phase		\$	0.00
Construction Documents Phase		\$	0.00
Bidding or Negotiation Phase		\$	0.00
Admin. & Design Services during Construction Phase		\$	0.00
Project Close-Out (5% of Total Design Fee, minimum)		\$	0.00 (5%, min.)
Total Fee:		\$	0.00

The proposer shall be compensated and the CCHS shall be liable only for payment for services rendered under this Agreement. The CCHS shall not be liable for payment for any services rendered for a particular phase of the Project if the final product for that phase is not complete and delivered to the CCHS. However, the CCHS reserves the right, in the CCHS' sole discretion, to pay for interim tasks.