



Cayman Islands Health Services Authority

**Request for Proposal
Generator
Project Design &
Consultancy Services**

Tender #HSA1011SER08

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I. INSTRUCTIONS TO PROPOSERS

Qualified firms are invited to submit a proposal to furnish **Engineering and Architectural Consulting Services** for the Cayman Islands Health Services Authority (herein after referred to as the Authority) by replying to the enclosed specification. In order for your proposal to be considered, you must fill in completely all items in this specification.

Proposals should be submitted in a sealed package clearly marked with the address and RFP number. If more than one package is submitted, they should be marked 1 of 2, etc. All proposals must be submitted in six (6) copies (one identified original copy plus five additional copies) to:

Cayman Islands Health Services Authority
P.O. Box 915
Grand Cayman KY1-1103
Cayman Islands

Attention: Ms. Lisa Bell
Tender #HSA1011SER08

Proposals must be received at the above address **no later than 12:00 Noon, 25th February 2011**. Late proposals will not be considered, regardless of the reason.

Hand carried proposals may be delivered to the Procurement Unit on the 2nd floor of the Cayman Islands Hospital between the hours of 8:30 am and 5:00 pm, Monday through Friday **up to the deadline for proposal submission.**

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the above address and tender number appears on the outer wrapper or envelope used by such service.

INTERPRETATION OF SPECIFICATION

During the proposal period, questions of interpretation and clarification relating to this RFP must be submitted, in writing preferably email, to the below address on or before **12:00 noon on Friday, 18th February 2011**:

Lisa Bell – email: lisa.bell@hsa.ky

Any questions answered during the proposal period, if said answer affects the essence of the proposal will be incorporated in an addendum, which will be posted on www.hsa.ky.

PROPOSAL TIMELINE

A tentative schedule of key dates for the solicitation has been established as follows:

Friday, 18 February 2011	- Questions due by 12:00 noon.
Friday, 25 February 2011	- Proposals due by 12:00 noon.
Feb 25 – Mar 4, 2011	- Review submittals and short listing
March 7-18-11, 2011	- Negotiations with short listed Firms
Friday, 25 March 2011	- Final Approval
Friday 1 April 2011	- Estimated Start of Work
Friday 29 April 2011	- Completion of Work and Receipt of Report

II. INFORMATION FOR PROPOSERS

REQUEST FOR PROPOSAL

The Cayman Islands Health Services Authority (CIHSA) is requesting Proposals from qualified proponents for the provisions of Engineering and Architectural consulting services as outlined in this document.

This Request for Proposal (RFP) provides interested vendors with sufficient information to enable them to prepare and submit proposals for consideration by the Authority.

This RFP contains instructions governing the proposals to be provided, requirements which must be met for eligible consideration, general evaluation criteria, and other requirements to be met by each proposal.

The Authority reserves the right to accept or reject any or all proposals received as a result of this request, or to negotiate separately with competing contractors, and to waive any informalities, defects, or irregularities in any proposal.

The authority reserves the right to accept the proposal of a vendor other than that of the lowest bidder.

Proposals should be simple and economical, providing a straight-forward, concise description of the vendor's ability to meet the requirements of the RFP.

CONDITIONS OF AWARD

It is the intent of the Authority to award to the most responsive contractor, provided the proposal has been submitted in accordance with the requirements of this Request for Proposals document, judged to be fair and reasonable, and does not exceed the appropriated funds available. The Authority shall be the sole judge of the contractor's qualifications, and whether the priced proposal is in the best interests of the Authority.

The Authority may conduct such investigations as the Authority considers necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the proposer and award in accordance with the Request for Proposal documents to the Authority's satisfaction within the prescribed time.

The Authority shall have the right in its sole discretion to terminate the award with or without cause.

CONTRACTUAL CONDITIONS

For this RFP, the proposal must remain valid for at least ninety (90) days. Moreover, the contents of the proposal of the successful bidder may become contractual obligations if a contract is entered into.

The amount for the services to be rendered will be negotiated with the firm selected, and said firm will be required to enter into a formal agreement with the Authority. The Authority reserves the right to delete or amend any of the services as listed and described in this RFP.

If a satisfactory contract cannot be negotiated, negotiations will be formally terminated. Contract negotiation will then be started with the first alternate vendor.

The content of the RFP and the successful vendor's proposal will become an integral part of the contract, but may be modified by the provisions of the contract.

The successful vendor will be required to include a disclosure statement of any potential conflicts of interest that the firm may have due to other clients, contracts, or interest associated with this project.

The selected vendor will be required to assume responsibility for all services offered in the proposal whether or not she or he provides them. Further, the Authority will consider the selected vendor to be the sole point of contact with regard to contractual matters.

News releases pertaining to this project will not be made without prior the Authority's prior approval.

KNOWLEDGE OF CONDITIONS

The proposer shall satisfy himself as to the nature of the work and general and local conditions. He or she shall gain full knowledge of working conditions and other facilities in the area which will have a bearing on the performance of his or her work. Any failure by the proposer to acquaint himself/herself with all of the available

information shall not relieve that proposer from any responsibility for performing all work properly. No additional compensation shall be allowed for conditions increasing the proposers cost which were not known, or appreciated by, that proposer when submitting the proposal. The Authority may consider informal any proposal not prepared and submitted in accordance with the provisions hereof. Proposers shall understand that the Authority will not be responsible for any errors or omissions by the proposer in the presentation of the response.

All materials submitted become the property of the Authority, and may be returned only at the Authority's option. The Authority has the right to use any or all ideas presented in any reply to the RFP. Selection or rejection of the proposal does not affect this right.

CRITERIA FOR SELECTION

All proposals received from vendors will be reviewed and evaluated by a committee of qualified personnel. This committee will recommend for selection the proposal which most closely meets the requirements of the RFP.

The following criteria will be of major importance in making the selection.

- A. Ability of the vendor to satisfy requirements specified in Scope of Work.
- B. Total cost.
- C. Vendor's plan for accomplishment of the task to include the qualification/quality and experiences of personnel to be assigned to the project.
- D. Responses from client references (at least 3).
- E. Vendor's experience in performing similar work.
- F. Vendor's organization size, financial status, and length of service in the industry

SOLICITATION PROCESS

Firms are requested to submit PRICED proposals addressing those items cited in the RFP. Proposals will be evaluated and ranked based on the evaluation criteria outlined in Section VI, Evaluation Criteria. A short list of firms will be selected for further evaluation. Only those firms that are placed on the short list on the basis of meeting the needs of the Authority and best value will be considered during the second phase. During the second phase, interviews may be held with the short listed firms.

In the final phase, negotiations will be held with the firm ranked the highest by the evaluation committee on the basis of the proposal and interview. If a tentative agreement is reached with the top ranked firm, the recommendation will be sent to the Authority's Board for approval. Board approval may be subject to successful negotiation of a final contract. The Authority and the top ranked firm will then negotiate the details of the final contract; the contract will be signed; and work may begin.

Should the Authority be unable to reach an agreement with the top ranked firm, negotiations will commence with the next ranked firm. This process will continue until a satisfactory contract is negotiated, or the Authority exercises its right to reject all proposals.

ADDITIONAL INFORMATION

Proposals will be considered only from firms or individuals that are firmly established in an appropriate business, who are financially responsible, and who have the resources and ability to offer services in a professional and expedient manner. The Authority reserves the right to be the sole judge of these criteria.

The Authority may request additional information as deemed necessary. Failure to provide such information may result in the proposal being considered incomplete.

The Authority, reserves the right to reject any and all proposals, to waive any informalities in the proposals received, and to accept the proposal deemed most advantageous to the Authority.

Vendors Must supply complete listing of all owners and shareholders.

III. RFP CONDITIONS

ELIGIBILITY

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, or subcontractors have successfully completed services, similar to those specified in the Scope of Services section of this RFP, or have equivalent experience in a closely related field.

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.

VARIANCES

While the Authority allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

PUBLIC RECORDS

Freedom of Information law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by Authority in connection with all Proposers' responses shall be deemed to be public records subject to public disclosure. However, certain exemptions to the public records law are statutorily provided. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Freedom of Information Law, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the Authority will treat all materials received as public records.

ADDITIONAL ITEMS/SERVICES

The Authority may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the Authority prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in the proposal. If the price(s) offered are not acceptable to the Authority, and the situation cannot be resolved to the satisfaction of the Authority, the Authority reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

CONTRACT TERM

The initial contract term shall commence upon final approval by the Authority and execution of the contract by the Authority and shall be valid until the appraisal of all the Authority's properties is completed which will be based on a mutually agreed timeframe.

FEES

Compensation for the project will be based on best value for money and the final negotiated price with the successful vendor. The submitted cost estimate must include all projected cost associated with the project.

CONTINGENCIES

This RFP does not commit the Health Services Authority to award a contract. The H.S.A reserves the right to accept or reject any or all proposals, if it determines it is in the best interest of the Authority to do so. The H.S.A will notify all Proposers in writing if it rejects all proposals or cancels this RFP process.

INCURRED COSTS

This RFP does not commit the H.S.A to pay any costs incurred by Proposers in the preparation of a proposal in response to this request and Proposers agree that all costs incurred by Proposers in developing this proposal are the Proposer's responsibility

FORMAL AGREEMENT

In the case of this RFP, Proposer will be required to enter into a formal agreement with the Authority. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFP, Proposer will be deemed to have agreed to each clause unless the proposal identifies an objection and the Authority agrees to a change of language in writing.

FINAL AUTHORITY

The final authority to award a Contract rests solely with the Board of the Health Services Authority.

GOVERNING LAW

The agreement will be governed by the laws of the Cayman Islands.

CONFIDENTIALITY

The Proposer agrees not to use or disclose any information it receives from the Authority under this agreement that is confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this agreement or as authorized in advance by the Authority. The Authority agrees not to disclose any information it receives from the Proposer which the Proposer has previously identified as confidential and which the Authority determines in its sole discretion is protected from mandatory public disclosure under a specific exception in the Freedom of Information Law. The duty of the Authority and the Proposer to maintain confidentiality of information continues beyond the term of this agreement, including any extensions.

AMENDMENTS TO THIS REQUEST FOR PROPOSAL

The Authority, reserves the right to amend this Request for Proposal by an addendum at any time prior to the date set for receipt of proposals. Addenda or amendments will be posted on the Authority's Web site as soon as available and shall be the responsibility of the proposer to obtain all addenda. If revisions are of such a magnitude to warrant, in the Authority's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

IV. SCOPE OF SERVICES

BACKGROUND

It is the intent of the Authority to establish a contract with a professional and established commercial for the provisions of Engineering and Architectural consulting services.

SCOPE OF WORK

1. Design and prepare all documents for project specifications, contractor bidding and building control permitting for project.
2. Design all architectural, structural, mechanical, electrical, plumbing and fire protection to build new 2nd floor building on the existing Forensic building to include new Electrical Room "Z", catwalk and staircases and install a new electrical generator with distribution systems including distribution boards and automatic transfer switches and connect to existing electrical systems.
3. The system design shall meet the following criteria:
 - Project layout shall be configured as per the attached drawing A001.
 - The new generator shall be specified with a capacity to operate all current loads, essential and normal inclusive and a redundancy of 20% as the primary backup source at the George Town Hospital Campus.
 - The existing 1,000 KW generator will be connected to the new switchgear to function as a secondary backup source for only the essential loads.
 - The system shall be configured as per the attached drawing E001.
 - The new generator shall be self contained in a hurricane rated enclosure for 150mph winds with a base fuel tank.
 - The fuel tank of the new generator shall be designed to be complemented with the existing 6,000 gallon fuel tank to allow the new generator to run for 48 hours at 100% capacity.
 - The new Generator and automatic transfer switches shall be manufactured by Cummins Onan.
 - The new distribution panels and breakers shall be manufactured by Cutler-Hammer.
 - The floor slab for the new generator shall have a floor level at least 6 inches above the main Hospital floor.
 - Design for the relocation of roof vents & ducts in the area of the new Electrical Room Z shall be included.
4. The scope of work must include any consultation necessary for clarifications during construction and all revisions necessary for permitting of the project.
5. The scope work does not include project management for the construction of the project.

DELIVERABLES

1. The proponent shall provide the Cayman Islands Health Services two CDs or DVDs with the electronic files of project documents. All drawings will be in AutoCAD 2007 compatible and documents & specifications will be in Microsoft Word format, with complete read/write access and rights to reproduce. The final set of all documents shall be in a pdf format.
2. The proponent shall provide the Cayman Islands health Services with 4 copies of all project documents printed on paper, including all documentation necessary for permitting with the rights to reproduce.
3. The Central Planning Authority (CPA) governs the building's approval while the Building Control Unit (BCU) oversees construction standards. These procedures/restrictions need to be strictly adhered to

for receipt of a building permit and a final certificate of occupancy. Effort must also be made by the proponent team to liaise and meet with both CPA and BCU sections in the schematic design phase.

DISCLOSURE

Vendors should have no real or apparent conflict of interest. A conflict of interest includes any family, financial or contractual relationship with a member of the Authority during the time period of the study, 30 days before the study commences, and 30 days after the study ends. Vendors Must supply complete listing of all owners and shareholders.

TIMEFRAME

The response should include a proposed schedule that completes the appraisal as soon as possible, and no later than 6 weeks from the start of the Contract

All vendor work products developed by the consultant team will become property of the Authority upon completion of the work. The Authority may request copies of relevant spreadsheets or databases developed as part of the consultant's work.

V. PROPOSAL REQUIREMENTS

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this Request for Proposal.

Proposer shall prepare their proposals using the following format with each section clearly labeled and shall include the following:

- Letter of Transmittal/Cover Letter, dated and describing the firm's and any subcontractors' (if applicable) background and history. Include number of years in business and the range of services the firm provides. The cover letter must be signed by an official of the firm who has authority to enter into a contract. Identify the qualifications and experience of the firm and lead personnel proposed for this project
- Provide a list and resumes of the key personnel to be used under the proposed contract. Note principal(s), project manager(s) and technical staff who will be working on the project and their specific roles. Include any relevant licenses or certification information.
- List at least three (3) current and pertinent professional references (name, address, and phone number) that the Authority may contact in relation to the Proposer's qualifications, experience and stability.
- Scope of Work -This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities and work products. The proposal shall also include and identify suggested revisions and improvements to the Scope of Work.
- Provide a general work plan. The work plan should describe the approach, the timeframe, the expected roles of consultant staff and Authority staff, and the overall management of the project.
- Provide a proposed fee structure for services provided. Include the hourly rate of key project personnel and support staff, any reimbursables and other expenses anticipated to be charged to this contract. The price proposal should identify what level of effort and work product is expected from Authority staff.
- Provide a summary of any and all litigation filed against the Proposer in the past three years which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved.
- Identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, etc.). Identify whether the business entity is incorporated in the Cayman Islands or a foreign country.
- If Proposer is a corporation, provide certification from registering authority verifying Proposer's corporate status and good standing, and in the case of foreign corporations, evidence of authority to do business in the Cayman Islands. In the case of a sole proprietorship or partnership, provide picture identification for all owners or partners.
- Any additional information that the Proposer considers pertinent for consideration should be included in a separate section of the proposal. The Authority solicits a statement about why the Proposer feels its approach would be the most cost effective to the Authority.
- Disclosure of any potential conflict or statement that there are none to the best knowledge of the consultant(s). Also, consultant(s) should state its intention to conform to the no conflict provisions of the RFP
- Proposals should be inclusive of all costs necessary to conduct business in the Cayman Islands

VI. EVALUATION PROCESS

A. GENERAL

All proposals will be reviewed by the Health Services Authority's Staff, Management, & Board.

B. INITIAL REVIEW OF SUBMITTED PROPOSALS

1. All proposals will be initially evaluated to determine if they meet the mandatory requirements.
2. The proposal must have been received on or before the specified deadline.
3. Be complete, in the required format, and comply with all the material requirements of this RFP.
4. Prospective Proposers must provide three (3) references from other clients/agencies.
5. Failure to meet these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect, or variation, if the irregularity, defect, or variation is considered by the H.S.A to be immaterial or inconsequential. In such cases, the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect, or variation, or the H.S.A may elect to waive the deficiency and accept the proposal.

C. CONTRACT AWARD PROCESS

Contract(s) will be awarded based on a competitive selection of proposals received. A selection committee will submit its analysis and recommendation, in a summarized form, to the H.S.A Board. Upon review and recommendation of the proposed contractor, the H.S.A will negotiate and prepare a professional service contract. In the event the contract negotiations are not successful, the H.S.A reserves the right to commence negotiations with the second-ranked proposer.

The Committee's review will be based on the following criteria:

Criteria	Percentage
Qualifications and Experience of company:	40%
<ul style="list-style-type: none">• Provide information that demonstrates that it possesses the technical expertise that the H.S.A requires for this RFP.• References• Respondent must demonstrate adequate experience in the following areas:<ul style="list-style-type: none">○ Qualification, General Experience and Technical competence of the project team,○ Experience with similar type/size project○ Expertise and resources that can perform the necessary tasks required to deliver results.	
Overall Impression of Proposal	30%
<ul style="list-style-type: none">• Organization, clarity, conciseness and thoroughness.• Approach to the Scope of Services and statement of works• Proposed Project schedule	
Cost Proposal:	30%
<ul style="list-style-type: none">• Cost proposal should include any payment schedule setting forth the frequency and amount of progress payments, and identifying the tasks and deliverables ("milestones") to be completed for each payment to be deemed earned.	

Cost of service is an important factor in the evaluation process; however, the H.S.A is not obligated to accept the lowest cost proposal. Ability to provide a quality service in a timely manner at a low or reasonable cost in accordance with the RFP requirements is critical to a successful proposal.

The Authority will evaluate each vendor's proposal in accordance with the evaluation criteria identified above. Stated below are some of the key elements associated with the above listed evaluation criteria that will be considered in the evaluation process of each firm's proposal to the Authority.

- a) Whether or not the Vendor's proposal addresses all stated goals and objectives;
- b) Vendor's effectiveness and flexibility of approach to meeting the goals;
- c) Vendor's qualifications and experience of individual team members as they relate to this project;
- d) Vendor's experience and resources of the firm(s) as they relate to the project;
- e) Proposed cost of the project;
- f) Vendor's effectiveness of communications strategy as evidenced by the proposal itself and interaction between the Authority and the vendor during the selection process;
- g) Lack of any real or apparent conflict of interest for individuals and firms working on the project;
- h) The value and appropriateness of suggestions made by the vendor for refining the study approach and methodology.

The review panel will consist of the Board and staff of the Authority.

ATTACHMENT A

PROPOSER'S WARRANTY

The undersigned person warrants that:

1. She/He is an officer of the organization.
2. She/He is authorized to offer a proposal in full compliance with all requirements and conditions as set forth in the RFP.
3. She/He has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.

PROPOSER:

BY: _____
(SIGNATURE)

(PRINT NAME & TITLE)

(NAME OF COMPANY)

(PHYSICAL & MAILING ADDRESS)

(TELEPHONE NUMBERS)

(WEB & EMAIL ADDRESS)

ATTACHMENT B

Cayman Islands Health Services Authority

Invitation to Tender

The Cayman Islands Health Services Authority invites all interested companies to submit proposals to provide Design & Consultancy Services for a Generator Project

Cayman Islands Health Services Authority

P.O. Box 915

Grand Cayman KY1-1103

Cayman Islands

Attention: Ms. Lisa Bell

Tender #HSA1011SER08

Request for Proposal documents will be available at www.hsa.ky (Open Tenders, Property Appraisal) on 9th February 2011. All proposals must be returned no later than 12:00 noon on Friday, 25th February 2011. Proposals received after the specified date and time will not be considered.

For additional information on this invitation, please contact Ms. Lisa Bell @ 345-244-2690 or email lisa.bell@hsa.ky

ATTACHMENT C
SAMPLE PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2010, by and between the Cayman Islands Health Services Authority, 95 Hospital Road, P.O. Box 915, George Town, Grand Cayman KY1-1103, Cayman Islands (the "Authority"), and _____, with a principal place of business at _____, Cayman Islands _____ ("Contractor") (collectively the "Parties").

WHEREAS, the Authority requires professional _____ services; and

WHEREAS, Contractor has held itself out to the Authority as having the requisite expertise and experience to perform the required services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. SCOPE OF SERVICES

- a) Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in this RFP.
- b) A change in the Scope of Services shall constitute a material change or amendment of services or work which is different from or additional to the Scope of Services. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Authority. If Contractor proceeds without such written authorization, then Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Authority is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall immediately commence work as set forth in the Scope of Services. Except as may be changed in writing by the Authority, the Scope of Services shall be complete and Contractor shall furnish the Authority the specified deliverables as provided in **the RFP**.

III. COMPENSATION

- A. In consideration for the completion of the Scope of Services by Contractor, the Authority shall pay Contractor the agreed. This maximum amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Authority for such fees, costs and expenses.
- B. Notwithstanding the maximum amount specified in Paragraph A hereof, Contractor shall be paid only for work performed. If Contractor completes the Scope of Services for a lesser amount than the maximum amount, Contractor shall be paid the lesser amount, not the maximum amount.

IV. PROFESSIONAL RESPONSIBILITY

- A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

- B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.
- C. The Authority's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- D. Because the Authority has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any of the work required under the Scope of Services.

V. OWNERSHIP

The Materials, items, and work specified in the Scope of Services together with any and all related concepts, text, drawings, plans, blueprints, schematics, sketches, drafts, negatives, graphics, content, spread sheets, source code, object code, documentation, materials, items, or work now or later provided or developed by Contractor in any form or medium, including without limitation all improvements and/or modifications (collectively, the "Work"), shall be exclusively owned by the Authority. Contractor expressly acknowledges and agrees that the Work constitutes a "work made for hire." To the extent, if at all, it shall be determined that the Work does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Authority all of its worldwide right, title, and interest in and to the Work, including without limitation, all rights of copyright, patent, trade secret, trademark, service mark, trade dress, artistic and moral rights, mask rights, character rights, publicity rights, and any and all other proprietary rights of any kind whatsoever relating to the Work, together with any and all applications, registrations, renewal and extension rights, and rights to sue for any past, present, or future infringement (collectively, the "Rights").

VI. COOPERATION

Contractor shall execute such documents and take such actions as may be requested by the Authority which may, in the sole discretion of the Authority, be required to perfect, protect, enforce, register, or transfer the Authority's interest in the Work and the Rights. Contractor hereby irrevocably authorizes and empowers the Authority to make, constitute, and appoint, in its sole discretion, any officer or agent of the Authority as Contractor's true and lawful attorney-in-fact, with the power to endorse Contractor's name on, and file of record, all documents, instruments, and agreements of any kind whatsoever which the Authority may, in its sole discretion, require for the Authority or its transferees, successors, or assigns to perfect, protect, enforce, register, or transfer its interest in the Work and the Rights.

VII. USE

The Authority may, with respect to all or any portion of the Work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, use in a performance, or change the Work without providing notice to or receiving consent from Contractor. Contractor expressly waives any and all artistic and moral rights associated with the Work.

VIII. REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants that: (a) it is the exclusive owner of the Work and the Rights, and no other person or organization participated in the creation of the Work; (b) the Work is original; (c) the Work has not been published; (d) the Work and the Rights are not subject to any liens, claims, charges, encumbrances, or restrictions of any kind whatsoever; (e) Contractor has the right and authority to enter into this Agreement without receiving the consent or approval of any other person or organization, and this Agreement shall be binding upon and fully enforceable against Contractor; (f) the Authority's use of the Work and exercise of the Rights shall not infringe any copyright, trademark or service mark right, trade dress right, artistic and moral rights, mask right, trade secret right, character right, right of publicity, privacy right, or any other proprietary right of any other person or organization, and (g) no person or organization has any reversionary rights in the Work or the Rights.

IX. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Authority employee for any purposes.

X. INSURANCE

- A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.
- B. Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Authority. In the case of any claims-made policy the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - i. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this Paragraph.
 - ii. Commercial general liability insurance. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations.
 - iii. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.
- C. Any insurance carried by the Authority, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.