

MIDDLE PENINSULA REGIONAL SECURITY CENTER  
Serving: The Counties of Essex, King and Queen,  
King William, Mathews and Middlesex

Request for Proposal  
Digital Mobile Imaging Service  
Issue Date: July 16, 2019

Title: Inmate Digital Mobile Imaging Services

Location: 170 Oakes Landing Road, Saluda, VA 23149

The Middle Peninsula Regional Security Center (MPRSC) is inviting proposals for Inmate Digital Mobile Imaging Services for a term of one year from September 1, 2019 through August 31, 2020. In addition, MPRSC reserves the option of extending the contract annually for one-year terms, subject to the conditions and instructions contained herein. Proposals for this RFP will be accepted at the following location until, but not later than, 2:00 pm, Friday, August 2, 2019, at which time they will be opened at the facility.

Where to submit proposals: Enclose proposal package and Attachment A and CLEARLY MARK envelope "Sealed Proposal for Inmate Digital Mobile Imaging Services". Address or hand-deliver to:

Middle Peninsula Regional Security Center  
Attn: Andy Scales  
Post Office Box 403  
170 Oakes Landing Road  
Saluda, VA 23149

The MPRSC is an Equal Opportunity Employer. All offerors must agree not to discriminate against any person because of race, religion, sex, or national origin.

Requests for information relating to the Request for Proposal may be obtained by contacting:

Andy Scales, Finance Director  
Email: [ascales@mprsc.org](mailto:ascales@mprsc.org)  
Telephone: 804-758-2338 x253

Requests for specific information relating to services may be obtained by contacting:

Teresa Haywood, Medical Department Supervisor  
Email: [thaywood@mprsc.org](mailto:thaywood@mprsc.org)  
Telephone: 804-758-2338 x236

MIDDLE PENINSULA REGIONAL SECURITY CENTER  
Request for Proposals  
Inmate Digital Mobile Imaging Services

I. PURPOSE:

The Middle Peninsula Regional Jail Authority is seeking a contract for the provision of Inmate Digital Mobile Imaging Services as prescribed by medical providers for inmates confined in MPRSC. Inmate Digital Mobile Imaging Services shall be provided to male and female inmates.

II. BACKGROUND:

The Middle Peninsula Regional Jail Authority, the governing body for MPRSC, is an Authority of the Commonwealth of Virginia which serves the Counties of Essex, King and Queen, King William, Mathews and Middlesex. The jail has an average daily inmate count of 200 and an annual operating budget of \$6.8 million. MPRSC maintains a full time 24 hours a day 7 days a week nursing staff that includes hours in the facility and on call.

III. SCOPE OF SERVICES:

a. Services

- i. Contractor is to provide basic mobile digital x-ray services as prescribed by medical providers.
- ii. Services are typically to be provided during normal business hours of 7:30 A.M. to 4 P.M., Monday through Friday; however, contractor must have ability to provide services 24 hours a day 7 days a week if necessary.
- iii. It is desired that the Contractor acknowledge all request for service within 60 minutes with a scheduled service date and time.
- iv. Results of the x-ray shall be available within 2 hours.
- v. Mobile imaging equipment shall produce digital images and provide the ability for immediate viewing of x-rays by medical providers.
- vi. Contractor must provide verbal or faxed reports via telephone or transmission to MPRSC representative(s).
- vii. Contractor must provide the ability for MPRSC staff and physician to view reports and images on line.

- viii. Contractor shall provide a copy of the x-ray on disk, if requested.
- ix. Contractor shall provide a receipt for service(s) at the time they are rendered.
- x. Contractor shall provide monthly statements/invoices for services rendered which shall include patient name, date of service, and type of x-ray.

b. Qualification and Requirements

- i. X-rays must be taken by a licensed Radiologic Technologist registered with the American Registry of Radiologic Technologists (ARRT).
- ii. X-rays must be read and interpreted by a Board Certified Radiologist.
- iii. All employees of the contractor are required to pass a criminal background check and drug screening at the contractor's expense.
- iv. X-ray equipment must meet or exceed all federal regulations.
- v. A copy of required licenses shall be provided to MPRSC upon request.
- vi. Contractor must be accredited by The Joint Commission.

IV. ANTICIPATED SCHEDULE:

The following represents a tentative outline of the process currently anticipated by MPRSC:

Post RFP - MPRSC Website	July 16, 2019
Advertise	July 16, 2019
RFP responses due at 2:00 pm	August 2, 2019
Evaluate by Committee	To be determined
Notify Contractor of Selection	To be determined
Process Contract	To be determined

## V. GENERAL CONTRACT TERMS AND CONDITIONS:

### a. Annual Appropriations:

It is understood and agreed that this contract shall be subject to annual appropriations by the Middle Peninsula Regional Jail Authority. Should the Board fail to appropriate funds for this contract, the contract shall be terminated when existing funds are exhausted. There shall be no penalty should the Board fail to make annual appropriations for this contract.

### b. Award of the Contract:

- i. MPRSC reserves the right to reject any and all proposals and to waive any informality(s).
- ii. The successful offeror shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to MPRSC the contract forms and any other forms or bonds required by the RFP.
- iii. Any contract resulting from this RFP is not assignable.

### c. Collusion

By submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

### d. Compensation

The Offeror shall be required to submit a complete itemized invoice on each delivery or service, which they may perform under the contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the contract within forty-five (45) days after the receipt of the proper invoice.

### e. Contract Period

The contract period shall be from September 1, 2019 through August 31, 2020 with the option for automatic renewals under the terms and conditions of the original contract for one-year terms unless either

party gives written notification to the other party sixty (60) days prior to the expiration of the then-current term that they do not wish to renew.

f. Controlling Law: Venue

This contract is made, entered into, and shall be performed in the County of Middlesex, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from this RFP, its interpretations, or its performance shall be litigated only in the Middlesex County General District Court or the Middlesex County Circuit Court.

g. Discussion of Exceptions to the RFP:

The RFP, including its venue, termination, and payment schedule provisions, shall be incorporated by reference into the contract documents as if its provisions were stated verbatim therein. Therefore, any exception to any provisions of the RFP shall be explicitly identified in a separate "Exceptions to RFP" section of the proposal for resolution before execution of the contract. In case of any conflict between the RFP and any other contract documents, the RFP shall control unless the contract documents explicitly provide otherwise.

h. Drug-Free Workplace to be Maintained by the Contractor (Code of Virginia, Section 2.2-4312)

- i. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- ii. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale,

distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

i. Employment Discrimination by Contractor Prohibited:

i. During the performance of this contract, the contractor agrees as follows (Code of Virginia, Section 2.2-4311):

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

ii. The contractor will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

j. Immigration Reform And Control Act of 1986

By submitting a proposal, offeror certifies that they do not and will not during the performance of a contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

k. Indemnification

The successful Offeror agrees to indemnify, defend and hold harmless the MPRSC, its officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or

materials furnished (or made available) by the successful Offeror, provided that such liability is not attributable to MPRSC's sole negligence. MPRSC will not agree to indemnify any offerors.

I. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and the MPRSC from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. (Attachment B)

Certified copies of the insurance policies or other evidence of current coverage reasonably satisfactory to MPRSC shall be delivered to MPRSC.

m. Minority and Women-Owned Businesses:

MPRSC welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by MPRSC. MPRSC actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all RFPs. All solicitations are posted on MPRSC's website at [www.mprsc.org](http://www.mprsc.org) and [www.eva.gov](http://www.eva.gov).

n. No Discrimination against Faith-Based Organizations

MPRSC does not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2. -4343.1.

o. Offeror's Performance

- i. The Offeror agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the contract.
- ii. The Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- iii. The Offeror shall cooperate with MPRSC officials in performing the contract work so that interference with normal program will be held to a minimum.
- iv. The Offeror shall be an independent contractor and shall not be an employee of MPRSC.

p. Ownership of Deliverable and Related Products

- i. MPRSC shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Contractor, from doing so. To the extent that the Contractor may be deemed at any time to have any of the foregoing rights, the Contractor agrees to irrevocably assign and does hereby irrevocably assign such rights to MPRSC.
- ii. The selected Offeror shall be expressly prohibited by the terms of any contract resulting from this procurement from receiving additional payments or profit from the items referred to in this paragraph, other than, that which is provided for in the general terms and conditions of said contract.
- iii. This shall not preclude Offeror from submitting proposal, which may include innovative ownership approaches in the best interest of MPRSC.

q. Record Retention/Audits

- i. The Successful Offeror shall retain, during the performance of the contract and for a period of three years from the completion of the contract, all records pertaining to the Successful Offeror proposal and any contract awarded pursuant to this RFP. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including Offeror copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to MPRSC on demand and without advance notice during the Successful Offeror's normal working hours.
- ii. MPRSC personnel may perform in-progress and post-audits of Offerors records as a result of a contract awarded pursuant to this RFP. Files would be available on demand and without notice during normal working hours.



r. Severability

Any written contract resulting from this RFP shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

s. Subcontracts

No portion of the work shall be subcontracted without prior written consent of MPRSC. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish MPRSC the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by the subcontractor(s) and shall assure compliance with all the requirements of the contract.

t. Taxes

- i. The Offeror shall pay all County, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the Jail and the Offeror, as the taxes shall be an obligation of the Offeror and not of the Jail, and the Offeror shall hold the Jail harmless for same.
- ii. MPRSC is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

u. Termination of Contract

- i. MPRSC reserves the right to terminate the contract/purchase order immediately in the event that the Successful Offeror discontinues or abandons operations; if adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
- ii. Failure of the Successful Offeror to comply with any section or part of this contract/purchase order will be considered grounds for immediate termination of the contract/purchase order by MPRSC.

- iii. MPRSC may, without prejudice to any other rights it may have, terminate the contract/purchase order for convenience and without cause, by giving 30 days written notice to the Offeror.
- iv. If the termination clause is used by MPRSC, the Offeror will be paid by the Jail for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date set in the written termination notice.
- v. Cooperative Agreement

This solicitation is being conducted under the provisions of Section 2.2-4304 of the Code of Virginia, "Cooperative Procurement", as stated, a public body may purchase from another public body's contract even if it did not participate in the solicitation, if solicitation specified that the procurement was being conducted on behalf of the other public bodies. If authorized by the Contractor(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contract(s) shall place its own order(s) directly with the successful Contractor(s). MPRSC acts as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s). Proposals desiring to offer to other jurisdictions under this clause should so indicate in their response.

- w. Prison Rape Elimination Act (PREA)

MPRSC requires vendors to be in compliance with PREA standards.

## VI .PROPOSAL SUBMISSION REQUIREMENTS

- a. MPRSC will not accept oral proposals, or proposals received by telephone, FAX machine, or telegraph.
- b. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- c. The Proposal Signature Sheet (Attachment A) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in MPRSC requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

- d. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed envelope. The envelope containing the proposal shall be sealed and marked with the number, title, hour, and due date of the proposal.
- e. MPRSC shall determine the time proposals are received. Offeror is responsible for insuring that their proposals are received by the deadline indicated.
- f. By submitting a proposal in response to this RFP, the Offeror represents they have read and understand the Scope of Services and have familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work.
- g. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the contract.
- h. Trade secrets or proprietary information submitted by an Offeror in response to this RFP shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia).
- i. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall notify MPRSC in writing of its intentions.
  - i. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
  - ii. Modified and withdrawn proposals may be resubmitted to MPRSC up to the time and date set for the receipt of proposals.
  - iii. No proposal can be withdrawn after the time set for the receipt of proposals and for sixty (60) days thereafter.
- j. Comments as to how the proposal documents, scope of services or drawings can be improved are welcome. Offerors requesting clarification or interpretation of or improvements to the proposal general terms, conditions, scope of services or drawings shall make a written request which shall reach MPRSC, at least ten (10) days prior to the date set for the receipt of proposals. Any changes to the proposal shall be in the

form of a written addendum from MPRSC. Each Offeror shall be responsible for determining that all addenda issued by MPRSC have been received before submitting a proposal.

- k. All proposals received by MPRSC on time shall be accepted. All late proposals received by MPRSC shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the contract.

## VII. PROPOSAL RESPONSE FORMAT

- a. Offeror shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offeror is asked to address each selection criterion as outlined in Section VIII and to be specific in presenting their qualifications. Your proposal should provide all the information considered pertinent to your qualifications for this project.
- b. The Offeror should include in their proposal the following
  - i. Table of Contents – All pages are to be numbered
  - ii. Introduction
  - iii. Cover letter - on company letterhead, signed by a person with the corporate authority to enter into contracts and provide non-binding price information.
  - iv. Proposal Signature Sheet – Attachment A
  - v. Response to Scope of Services – The Offeror should address each section of the Scope of Services with an indication of the response. The Offeror shall identify any exceptions, referenced to the paragraph number, in a sub section titled "Exceptions".
  - vi. Company Profile – Offerors are to present a Company profile that shows the ability, capacity and skill of the Offeror, their staff, and their employees to perform the services required within the specified time.
  - vii. References – provide a minimum of three (3) references, who could attest to the Offeror's past performance to provide services similar to those required for the contract. The list should include contact persons and telephone numbers.
  - viii. Implementation Plan – A time schedule for proposed time frame and phases if applicable.

- ix. Appendices – are optional for Offerors who wish to submit additional material that will clarify their response.

#### VIII. SELECTION PROCESS

- a. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that MPRSC may properly evaluate your capabilities to provide the required goods/services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, MPRSC shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. MPRSC reserves the right to make multiple awards as a result of this solicitation. MPRSC may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should MPRSC determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.
- b. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include
  - i. Experience and qualifications of the offeror, relevant experience in Jail/Correctional Institutions
  - ii. Resumes of staff
  - iii. Financial stability of Offeror
  - iv. Pricing
  - v. The Offeror's current workload and ability to begin operation September 1, 2019
  - vi. Quality of proposal submission and oral presentation, if required
  - vii. Understanding of the work to be performed

viii. Completeness and reasonableness of the proposing Offeror's plan for providing services in accordance with the Scope of Services.

- c. The proposer agrees to furnish the required services as specified herein, and in compliance with the terms and conditions of this Request for Proposals at the following cost:

\$ \_\_\_\_\_ per digital x-ray with interpretation

MPRSC reserves the right to request Contractor to perform the following additional exams on an as needed basis. Please provide a unit cost for each exam.

\$ \_\_\_\_\_ per Employee CXR – For tuberculin screening

\$ \_\_\_\_\_ per EKG with interpretation

\$ \_\_\_\_\_ per Holter with interpretation

\$ \_\_\_\_\_ per Ultrasounds with interpretation

\$ \_\_\_\_\_ per Venous Doppler with Interpretation

\$ \_\_\_\_\_ per Arterial Doppler with Interpretation

- d. Required successful background check which may include a Polygraph examination at the contractor's expense.

ATTACHMENT A  
PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP for Digital Mobile Imaging Service. My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation to enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a Representative for the firm:

Name of Offeror: \_\_\_\_\_

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

Federal ID #: \_\_\_\_\_

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

Name: (Print) \_\_\_\_\_

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

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Fax: \_\_\_\_\_

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

SUBMIT THIS FORM WITH PROPOSAL

ATTACHMENT B  
Insurance Specifications

The contractor shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the contractor, and shall deliver Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show MPRSC named as an additional insured for the Commercial General Liability and Umbrella Liability coverage. A carrier(s) rated "Excellent" by A.M. Bests Company shall provide the coverage. In addition, the insurer shall agree to give the Jail 30 days notice of its decision to cancel coverage.

Workers' Compensation  
Statutory Virginia Limits

Employers' Liability Insurance  
\$100,000 for each Accident by employee  
\$100,000 for each Disease by employee  
\$500,000 policy limit by Disease

Commercial General Liability  
Combined Single Limit

\$1,000,000 each occurrence including contractual liability for specified agreement \$2,000,000  
General Aggregate (other than Products/Completed operations)  
\$2,000,000 General Liability

Products/Completed Operations: Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

\$1,000,000 Personal and Advertising Injury  
\$100,000 Fire Damage Legal Liability

Comprehensive Automobile Liability: Including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

Excess Liability

\$1,000,000 per occurrence

NOTE 1: Contractual Liability covers the following indemnity agreement:

"The Contractor shall indemnify and hold harmless the owner against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under the contract."



NOTE 2: To satisfy the requirements above, the classification code numbers appearing on the Comprehensive General Liability coverage parts shall not exclude the symbols "X-C-U".

NOTE 3: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Automobile Liability and Comprehensive General Liability, the total amount of coverage can be accomplished through any combination of primary and excess umbrella insurance and self-insured reserves. The Contractor shall submit evidence of self-insurance to the Owner for its review and approval in addition to the required certificate of insurance. Such evidence shall consist of, at minimum, current financial statements, which clearly indicate the reserves, committed to the Contractor's self-insurance program. The Contractor shall for the duration of the project maintain the self-insurance reserves at a level not less than that which is stated by the Contractor at the time that the Contract is executed. However, the total insurance protection provided for Comprehensive General Liability protection or for Comprehensive Automobile Liability protection, either individually or in combination with the Excess Liability Umbrella, must total \$2,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded MPRSC. This policy shall be endorsed to be primary with respect to the additional insured.