



**TOWN OF SCARBOROUGH
259 US Route One
Scarborough, ME 04070-0360**

**Request for Proposal
RFP # 01-2008
Date of Issue: July 13th, 2007**

Title and Purpose of RFP: GIS Mapping Data

**SECTION ONE
INTRODUCTION AND INSTRUCTIONS**

1.01

**Return Mailing Address, Contact Person, Telephone, Fax Numbers and
Deadline for Receipt of Proposals**

Offerors must submit three (3) copies of their proposal, in writing, to the Purchasing Agent in a sealed envelope. It must be addressed as follows:

Attention: **Keith L. Matherne, Purchasing Agent**
Request for Proposal (RFP) Number: **01-2008**
Project name: GIS Mapping Data
259 US Route One
PO BOX 360
Scarborough, ME, 04070-0360

Proposals must be received no later than 3:00PM., EDT on **August 20th, 2007**. Faxed, Emailed and/or Oral proposals are **NOT** acceptable. **These proposals will not be publicly opened.**

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

CONTACT INFORMATION;

Keith L. Matherne, Purchasing Agent

PHONE **207-730-4089**

FAX **207-730 4088**

EMAIL - ***kmathern@ci.scarborough.me.us***

THE PREFERRED CONTACT METHOD IS VIA EMAIL

1.02

Contract Term and Work Schedule

The contract term and work schedule set out herein represents the Town of Scarborough's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award and terminate upon delivery and acceptance of the services outlined.

The approximate contract schedule is as follows:

- Issue **July 13th, 2007**
- Open **August 20th, 2007**
- Complete evaluation by week of August **27th, 2007**

- Town of Scarborough issues Notice of Intent to Award a Contract week of **August 27th, 2007**
- Town of Scarborough issues contract award contingent upon successful negotiation of agreement with top ranked offeror.

1.03

Purpose of the RFP

The Town of Scarborough Public Works Department's GIS Division is soliciting proposals for the purchase of GIS Mapping Data to include structures, transportation, and vegetation.

1.04

Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Purchasing Agent at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Purchasing Agent, in writing, at least ten days before the time set for opening.

1.05

Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the Purchasing Agent; the preferred method is via email.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP; these questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The Purchasing Agent and Director will make such decisions.

1.06

Amendments

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the Purchasing Agent as having downloaded the RFP from the Town of Scarborough web site.

1.07

Alternate Proposals

Offerors may only submit one proposal for evaluation.

1.08

Right of Rejection

Offerors must comply with all of the terms of the RFP, the Town Purchasing Ordinance, and all applicable local, state, and federal laws, codes, and regulations. The Purchasing Agent may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the Town. If an offeror does so, the Purchasing Agent may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that may be waived by the Purchasing Agent:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

The Town of Scarborough reserves the right to accept or reject any or all proposals should it be deemed in the best interest of the Town.

1.09

Town Not Responsible for Preparation Costs

The Town will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

1.10

Disclosure of Proposal Contents

All proposals and other material submitted become the property of the Town of Scarborough and may be returned only at the Town's option. Public records are to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the Purchasing Agent does so, and if the Purchasing Agent agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

1.11

Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the Town's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence, as set out in the relevant section of this RFP, that the subcontractor legally able to do business in the State of Maine; and
- (f) a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the Town to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the Town.

1.12 Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement which identifies the principles involved and their rights and responsibilities regarding performance and payment.

1.13 Offeror's Certification

By signature on the proposal, offerors certify that they comply with:

- (a) the codes and ordinances of the Town of Scarborough and the laws of State of Maine;
- (b) all terms and conditions set out in this RFP;
- (c) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (d) that the offer(s) will remain open and valid based on the timeline proposed.

If any offeror fails to comply with [a] through [d] of this paragraph, the Town reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

1.14 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., employed by the Town of Scarborough) and, if so,

the nature of that conflict. The Town Manager or his designee, reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Town Manager's determination regarding any questions of conflict of interest shall be final.

1.15 Right to Inspect Place of Business

At reasonable times, the Town may inspect those areas of the contractor's place of business that are related to the performance of this contract. If the Town makes such an inspection, the contractor must provide reasonable assistance.

1.16 Solicitation Advertising

Public notice has been provided in accordance with the Town Purchasing Ordinance.

1.17 Assignment

The contractor may not transfer or assign any portion of the contract without prior written approval from the Director or Purchasing Agent.

1.18 Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Maine. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in a Superior Court for the State of Maine.

1.19 Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

1.20 Continuing Obligation

Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract and warranty. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on this proposal the offeror acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01

Authorized Signature

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid based on the proposed timeline.

2.02

Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the Town's request.

2.03

Supplemental Terms and Conditions

Proposals must comply with Section **1.08 Right of Rejection**. However, if the Town fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP, or that diminish the Town's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b) if the Town's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.04

Clarification of Offers

Communications by the Purchasing Agent or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the Purchasing Agent or the proposal evaluation committee may be adjusted as a result of a clarification under this section.

2.05

Discussions with Offerors

The Town may conduct discussions with offerors. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the Purchasing Agent. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the Purchasing Agent. Discussions, if held, will be after initial evaluation of proposals. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the Purchasing Agent may

set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

2.06 Prior Experience

Please see evaluation criteria for prior experience information.

2.07 Evaluation of Proposals

The Purchasing Agent and Director, or an evaluation committee will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section SEVEN of this RFP.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

2.08 F.O.B. Point

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location in the Town of Scarborough.

2.09 Contract Negotiation

After final evaluation, the Purchasing Agent may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the Town may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

Contract negotiations will take place in **Scarborough, ME**, therefore the offeror will be responsible for their travel and per diem expenses.

2.10 Failure to Negotiate

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the Town, after a good faith effort, simply cannot come to terms;

the Town may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

2.11

Notice of Intent to Award — Offeror Notification of Selection

After the completion of contract negotiation the Purchasing Agent will issue a written Notice of Intent to Award and send copies to all offerors. This will set out the names of all offerors and identify the proposal selected for award.

SECTION THREE STANDARD CONTRACT INFORMATION

3.01

Contract Intent

This RFP is intended to result in the purchase of the following GIS mapping data to be further specified in section five:

- Structures
- Transportation
- Vegetation

3.02

Contract Approval

This RFP does not, by itself, obligate the Town. The Town's obligation will commence when funds are appropriated by the Town Council, and the contract is approved by the Town Manager, or the Town Manager's designee. Upon written notice to the contractor, the Town may set a different starting date for the contract. The Town will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the Town.

3.03

Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

3.04

Additional Terms and Conditions

The Town reserves the right to add terms, conditions, and specifications during contract negotiations. These terms, conditions, and specifications will be within the scope of the RFP and will not affect the proposal evaluations.

3.05

Insurance Requirements

The successful offeror must provide proof of acceptable insurance prior to contract approval.

Offerors must review the information contained in APPENDIX 'A' attached for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the

Town Manager or his designee. Objections to any of the requirements in APPENDIX 'A' must be set out in the offeror's proposal.

3.06

Contract Funding

Payment for the contract is subject to funds to be appropriated and identified in the fiscal year 2008 budget.

3.07

Proposed Payment Procedures

The Town will make a single payment when all of the deliverables are received and the contract is completed and approved by the Director or his designee.

Under no conditions will the Town be liable for the payment of any interest charges associated with the cost of the contract.

The Town is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be in U.S. currency.

3.08

Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Director or his designee. The Town may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the Director determine that corrections or modifications are necessary in order to accomplish its intent, the Director may direct the contractor to make such changes. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the Town to terminate the contract. In this event, the Town may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

3.09

Termination for Default

If the Purchasing Agent, Director or designee of either determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the Town may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

3.10

Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The contractor will not commence additional work until the Purchasing Agent has secured any required approvals necessary for the amendment and issued a written contract amendment.

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

The Town of Scarborough is a community of 18,989 residents. The Town encompasses 54 square miles of land ranging from suburban to rural in character. There are currently 8,400 taxable parcels with 7,400 being residential. The Town maintains 165 miles of roads and has another 50 plus miles of private roads.

The department of Public Works central role is to provide for the management, care, maintenance, design and construction of public infrastructure. The department is the primary caretaker for the Town's streets. They ensure the aesthetic image and safe environment desired by the community through scheduled street sweeping, snow plowing and ice control, proper signage, street striping and graphics and maintenance of streets, sidewalks, storm drains and catch basins in the Towns right-of-way.

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

The Town of Scarborough Public Works Department, GIS Division is soliciting proposals for the purchase of planimetric mapping to include structures, transportation, and vegetation GIS layers, derived from the Town's existing aerial photography associated with a Town-wide flyover completed in April 2006.

The Town will provide one (1) inch equal to six-hundred (600) foot scale aerial photography in color (two hundred and eighty (280) photos covering forty-eight (48) square miles) which meet the **American Society of Photogrammetry and Remote Sensing** (hereinafter referred to as ASPRS) Class 1 accuracy standards for one (1) inch equal to one-hundred (100) feet.

The Town will also provide existing ground control data for the 25 horizontal and vertical control points on the NAD83 State Plane West System and vertical datum NAVD88 used in the 2006 flyover. The control locations in most cases were PK nails and may not exist if paving or other work has been done.

5.02 Requirements

The following are the requirements the Town has set out as a basis for the proposal. If a proposal chooses to offer an alternative to these minimum requirements, such alternative should be clearly marked. All features are to be captured in 3D.

1. Structures: 95% capture rate
Building Rooflines – 3D Features (Polygons) greater than 100 square feet
2. Transportation: 90% capture rate
Road Surfaces – Paved/Unpaved (Polygons)
Driveways – Paved/Unpaved (Polygons)
Parking – Paved/Unpaved (Polygons)
Railroads – Rail centerline (Polylines)
3. Vegetation: 85% capture rate
Tree lines – greater than 5,000 square feet (Polygons) at 95% capture rate
Trees – small/medium/large (point) Street Trees and Landmark Trees at 90% capture rate

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01

Proposal Format and Content

The Town discourages overly lengthy and costly proposals, however, in order for the Town to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

6.02

Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number and email address of the person the Town should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03

General Approach

Describe your general approach to organizing and managing the project including your approach to information gathering, identification and analysis of opportunities, problem solving and communication with and between regulatory bodies, interest groups, Town Council, staff or advisory committee. Describe your approach to project cost control and project quality considerations. Indicate your estimated time for completion of each project phase. The overall quality of the proposal will be rated in this category.

6.04

Qualifications/Availability of Key Staff

Describe the approach that will be used to complete the project. Explain each person's role and estimate the amount of time they are expected to devote to the project. Provide evidence that current and future workloads of key staff assigned to the project will allow the described level of work performance. Provide assurance that the project manager will be assigned to the project for its entire duration unless otherwise mutually agreed.

6.05

Prior Experience

Each offeror must submit three references which in the offeror's opinion qualify their firm for this project. References should be for projects of similar scope and/or size and provide evidence of the firm's ability to complete projects on time and within budget. Each reference should include, on a single page, the following:

1. Name, address and telephone number of the contracting agency
2. Contact person
3. Project budget

4. Term of the contract
5. Brief description of the specific services provided.

In addition to the three references, offerors are welcome to provide any other documentation of the firm's experience that might prove useful to the Town. For example, any special competencies or experience your firm and/or key personnel have with public sector projects.

6.06

Cost Proposal

Fee will include all costs, expenses, overhead and profit (fixed fees).

**SECTION SEVEN
EVALUATION CRITERIA AND CONTRACTOR SELECTION**

**THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS CONTRACT IS 100**

7.01

General Approach (35 Points)

7.02

Qualifications/Availability of Key Staff (15 Points)

7.03

Prior Experience (15 Points)

7.04 (35 Points)

Cost Proposal

Fee will include all costs, expenses, overhead and profit (fixed fees).

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost.

**SECTION EIGHT
ATTACHMENTS**

**8.01
Attachments**

PROPOSAL EVALUATION FORM

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

SAMPLE FORM

RFP 01-2008/GIS MAPPING DATA

Evaluation Criteria

- 1) General Approach
- 2) Qualifications/Staff Availability
- 3) Prior Experience
- 4) Cost Proposal

Percentage

35%
15%
15%
35%

100%

Firm Name

Criteria number

1)	0%	0%	0%	0%	0%
2)	0%	0%	0%	0%	0%
3)	0%	0%	0%	0%	0%
4)	0%	0%	0%	0%	0%
Total Score	0%	0%	0%	0%	0%

Evaluated by

Appendix A Insurance and Indemnification Requirements

INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the Town from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the Town for a claim of, or liability for, the independent negligence of the Town. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Town, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Town", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Town's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

INSURANCE: Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the Town shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Purchasing Agent prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services.

Proof of insurance is required for the following:

The contractor shall furnish proof of adequate insurance coverage of the types, and to the limits, specified below. Certificates of such insurance shall be filed with the Purchasing Agent within five (5) days following notification of the Bid Award.

WORKERS COMPENSATION:

The Contractor shall purchase and maintain during the life of this Contract Workers Compensation Insurance for all employees employed in the course of performing services under this Contract as awarded pursuant to these Specifications; and in case any work is sublet, the Contractor shall require the Sub-Contractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded the Contractor. In case any class of employees engage in hazardous work under the Workman's Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected. All coverage to be in accordance with State of Maine laws in effect and the requirements of the Industrial Accident Commission.

LIABILITY INSURANCE:

The Contractor shall carry and maintain, until final written acceptance of the work by the Town, insurance as specified below and in such form as shall protect the Town of Scarborough and its employees and officials from all claims and liability for damages and bodily injury including accidental death and for property damage which may arise from operations under this Contract. The Contractor covenants and agrees to hold the Town of Scarborough and its employees, agents, and officials harmless from loss and damage due to claims from personal injury and/or property damage arising from or in connection with operations under this Contract. Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:

1. For liability, for bodily injury, including accidental death \$400,000 on account of one occurrence and \$400,000 aggregate limit.
2. For liability for property damage \$400,000 on account of any one occurrence and \$400,000 aggregate limit.
3. An umbrella policy in the amount of \$400,000 covering the underlying policies. All policies shall be so written that the Purchasing Agent's office of the Town of Scarborough will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's insurance carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Town before operations may begin. Certificates shall make no claims against the Town of Scarborough or its officers for any injury to any of his officers or employees for damage to his trucks or equipment arising out of work contemplated by this Contract. The Contractor agrees to hold the Town harmless from any claims so made and to indemnify the Town, its officers, employees, agents, and servants from all claims legal or equitable, including court costs and reasonable attorneys fees arising out of the operation of the contract.

AUTOMOTIVE LIABILITY INSURANCE:

Automotive Liability Insurance with a minimum limit of liability for bodily injury in the amount of \$400,000 for each occurrence and minimum limit of liability for property damage in the amount of \$50,000 / \$100,000 aggregate.