



STATE OF MICHIGAN PROCUREMENT

Department of Treasury

7285 Parsons Dr, Dimondale, MI 48821

CONTRACT CHANGE NOTICE

Change Notice Number **1**
to
Contract Number 240000000055

CONTRACTOR	D.L. Walker Inc.	STATE	Program Manager	Makay Markwart	TREAS
	2808 Kellybrook Ln			(517) 420-9233	
	Lansing MI, 48910			MarkwartM1@michigan.gov	
	Don Walker	Contract Administrator	Andrew Shaver	TREAS	
	517-667-1465			517-420-5328	
	Walk911@comcast.net			shavera@michigan.gov	
	CV0035886				

CONTRACT SUMMARY				
DESCRIPTION: Ice/Water Machines, Repairs and Maintenance				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
12/14/2023	12/13/2026	2-1 year	12/13/2026	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$27,972		30,000	\$57,972	
DESCRIPTION: The following changes will be made to the contract:				
-Please note the Program Manager has changed to Makay Markwart.				
-This contract will be increased by \$30,000				

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date



STATE OF MICHIGAN PROCUREMENT
 Department of Treasury
 7285 Parsons Dr, Dimondale, MI 48821

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **24000000055**
 between
 THE STATE OF MICHIGAN
 and

CONTRACTOR	D.L. Walker Inc.
	2808 Kellybrook Ln
	Lansing MI, 48910
	Don Walker
	517-667-1465
	Walk911@comcast.net
	CV0035886

STATE	Program Manager	Barb Thelen	TREAS
		517-636-5337	
	Thelenb4@michigan.gov		
	Contract Administrator	Andrew Shaver	TREAS
517-420-5328			
shavera@michigan.gov			

CONTRACT SUMMARY			
DESCRIPTION: Ice/Water Machines, Repairs and Maintenance			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE
12/14/2023	12/13/2026	2 – 1 year	12/13/2026
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER. This Contract Agreement is awarded on the basis of the State's inquiry bearing the solicitation number 230000002514. Orders for Delivery will be issued directly by Treasury through the issuance of a Delivery Order.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$27,972

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

BACKGROUND

The Department of Treasury utilizes ice/water dispensing machines at select facilities. This is a contract to provide repairs, maintenance, and exercise purchasing of new machines if needed.

SCOPE

Ice/water machine repairs on an as needed basis. Preventative maintenance on all machines will be provided twice a year. The purchase and installation of new ice/water machines may be exercised on an as needed basis.

LOCATIONS

Austin Building
430 W. Allegan, Lansing
1 st Floor East End
2 nd Floor - Center
Operations Center
7285 Parsons Dr., Dimondale
1 st Floor – Room 20
1 st Floor – Room 43
2 nd Floor – Room 267
2 nd Floor – Room 298
Sterling Heights Office
41300 Dequindre Sterling Heights
1 unit located at this location
Cadillac Place Office
3060 W. Grand Blvd Detroit
1 unit located at this location
Total Units - 8

1. Requirements

1.1 General Requirements

A. Requirements

1. The Contractor must be able to provide Hoshizaki DCM-500BAH and Hoshizaki DCM-270BAH Ice/water air cooled dispenser or recommendation of equivalent models maintaining similar specifications.
2. Comparable makes and models may be offered at time of procurement. Judgement of compatibility will be at the discretion of Treasury Departmental Services.
3. Treasury reserves the right to request alternative brands and/or models as business needs dictate.
4. All equipment and parts provided are expected to be new and unused unless otherwise specified and approved by the Program Manager (PM)

B. Warranties

1. Standard manufacturer warranties must be included with the purchase of all equipment.
2. The Contractor must report to the PM in a timely manner any and all warranty issues that relate to the Treasury owned ice machines supported in this contract.
3. The Contractor must have a process for handling repairs and replacements under warranty.
4. The PM reserves the right to require additional warranties other than those identified by the Contractor.

2. Service Requirements

A. Delivery

Delivery will be expected within normal business hours of 7:30a.m. to 4:00p.m. Delivery must also include removal of all packing/shipping items.

3. Acceptance

A. Final Acceptance

The PM will use the following criteria to determine acceptance of the Contract Activities:

1. Verification of proper machine function at the time of installation.
2. Verification that the system has no leaks or other issues derived from workmanship errors on the installation 10 days after installation of the machine.
3. Verification of proper system function, system doesn't have leaks or other issues as result of the repair or from workmanship 10 days after the repair.

4. Verification of proper system function, system doesn't have leaks or other issues as result of the PM, replacement of the filter or from workmanship 10 days after the PM.

If additional repairs are identified within 10 days of service on a machine, the State will receive additional repairs and service at no charge.

4. Staffing

A. Contractor Representative

The Contractor Representative assigned to State of Michigan accounts, who will respond to PM inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. is:

Name - Kim Smith

Phone – 517-374-7475

Email - kim.dlwalkerinc@gmail.com

The Contractor must notify the Contract Administrator at least 15 calendar days before removing or assigning a new Contractor Representative.

B. Work Hours

The Contractor must provide Contract Activities during the State's normal working hours Monday – Friday, 7:30 a.m. to 4:00 p.m. EST and possible night and weekend hours depending on the requirements of the project.

C. Disclosure of Subcontractors

No subcontractors will be utilized in this contract.

D. Security

The Contractor will be subject the following security procedures:

1. Contractor must check in with security personnel at all locations as referenced in the scope section of this document.
2. Contractor must be escorted to the correct locations in State facilities by the Program Manager or Program Manager's designee.
3. Dependent on facility, Contractor may be required to fill out Treasury disclosure paperwork and/or attend disclosure training.
4. The PM may require the Contractor's personnel to wear State issued identification badges.

5. Project Management

A. Meetings

The PM may request meetings, as it deems appropriate.

B. Support and Repairs

The Contractor must respond within 24 hours to support and repair request via phone or email within business hours (7:30a.m.-4:00p.m.) after being contacted for support and/or repairs. Any on-site service must be scheduled within 24 hours of contact during business days.

If on-site service is not scheduled within 24 hours during regular business days, Treasury reserves the right to procure the needed services outside of this contract.

C. Maintenance

On-site Preventative Maintenance must be performed twice a year.

Preventative Maintenance must include all industry standard tasks for maintenance which include but are not limited to cleaning and sanitizing water systems, cleaning air filters on air cooled models, checking external filter systems, checking inlet water valve screens, conducting bearing and auger inspection on extruded ice makers, conducting an inspection of components, controls, and wiring. Contractor must provide a new water filter at every Preventative Maintenance. The replaced used filter must be provided to their site contact for every Preventative Maintenance.

D. Reporting

The Contractor must submit, to the Program Manager, the following written reports: "Maintenance" reports as requested by the PM or scheduled and submitted on a consistent basis if deemed necessary by the PM.

6. Pricing

A. Price Term

Pricing is fixed during length of the Contract.

7. Ordering

A. Authorizing Document

The appropriate authorizing document for the Contract will be a Delivery Order (DO).

8. Invoice and Payment

A. Invoice Requirements

All invoices submitted to the PM must include: (a) date; (b) purchase order number; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) vendor-generated invoice number; and (h) total price. Overtime, holiday pay, and travel expenses will not be paid. (i) Recall corrections

B. Payment Methods

The Treasury will make payment for Contract Activities by EFT.

C. Procedure

The Contractor must notify the PM within 48 hours of being informed of a recall. The recall must be corrected within two weeks of the receipt of notification or from when the parts are ready for implementation.

9. Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000 and an additional \$25 per day for each day Contractor fails to remedy the late or improper completion of the work.

SCHEDULE B - PRICING

Request For Proposal No. 230000002514 Treasury Ice Machines and Maintenance

Preventative Maintenance	\$460.00 (Austin Building, Operations Center) x2 visits per year x6 units to service \$467.00 (Sterling Heights, Cadillac Place) x2 visits per year x2 units to service
Filters	\$121.00 x2 per year x8 units to service
Sub Total:	\$9,324.00
Total for 3 Years	\$27,972

AFTER HOURS CALL	\$152
REGULAR NON-REFRIGERATION CALL	\$104
BASIC SERVICE	0-25 MILES \$89 25-50 MILES \$109 50+ MILES \$139

11. STANDARD TERMS AND CONDITIONS (SHORT FORM).

Vendor is deemed to have accepted these terms upon the earliest of vendor's: written acceptance of these terms; commencement of work; receipt of payment; or submission of a bid, proposal, or other offer in response to a solicitation.

1. General. Vendor's failure to deliver or comply with any of these terms, may result in damages against the Vendor and the termination of the Contract.

2. Delivery, Title, and Risk of Loss. Vendor must pay all costs associated with packaging, freight, and shipping, and must ship all deliverables F.O.B. destination, inside delivery, unless otherwise specified in the Contract. Title and risk of loss or damage to deliverables remains with Vendor until the deliverables have been received, inspected, and accepted by the State in accordance with these terms. All containers and packaging become the State's exclusive property upon final acceptance. Vendor shall ensure that all deliverables and services ("Deliverables") are provided to the State by the date and time specified on the Contract. If Vendor fails to provide the Deliverables in accordance with the Contract, the State may reject the delivery and terminate the Contract without any termination charges or penalties, and Vendor must pay all associated costs, including, but not limited to, expedited routing costs, return shipping charges, the procurement of the Deliverables from another source, and any storage removal, or disposal expenses. The risk of loss of rejected or non-conforming Deliverables remains with Vendor. Rejected Deliverables not removed by Vendor within 10 calendar days will be deemed abandoned by Vendor, and the State will have the right to dispose of such Deliverables as its own property. Vendor is responsible for filing, processing, and collecting all damage claims.

3. Inspection. The State may inspect the work and activities of Vendor, and its subcontractors, at all reasonable times and places before, during and after delivery of the Deliverables. All Deliverables are subject to final inspection and acceptance by the State notwithstanding any prior payments or inspections. Final inspection will take place within 30 calendar days of the later of the delivery date, installation, or completion of services. If any Deliverables are non-conforming or defective, the State is entitled to, at its option and at Vendor's expense: (a) a refund; (b) a credit; or (c) correction or replacement. If Vendor fails to correct defects or replace non-conforming Deliverables within 10 calendar days, the State may, in addition to its other remedies: (i) reject such Deliverables; (ii) accept such Deliverables at a discount; or (iii) make such corrections or replace such Deliverables and charge Vendor any resulting costs incurred by the State plus an additional 10% administrative fee.

4. Payment. Invoices must include an itemized statement of all charges. All undisputed amounts are payable within 45 calendar days of the later of the State's: (a) receipt of an invoice; or (b) final acceptance of the Deliverables. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Deliverables purchased under the Contract are for the State's exclusive use. Notwithstanding the foregoing, all fees are inclusive of taxes, and Vendor is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of

any kind imposed by federal, state, or local government entities on any amounts payable by the State. The State may withhold payment in whole or in part for Deliverables the State determines are defective, untimely, or otherwise non-conforming to the Contract. All amounts due and payable by the State to Vendor shall be subject to deduction or setoff by the State against any claim the State may have against Vendor whether arising out of the Contract or any other transactions with the State. The State will only disburse payments through Electronic Funds Transfer (EFT). If Vendor does not register to receive payments at <http://www.michigan.gov/SIGMAVSS>, the State is not liable for failure to provide payment.

STATE OF MICHIGAN

PROCUREMENT

STANDARD CONTRACT TERMS (SHORT FORM)

5. Warranties and Representations. Vendor represents and warrants: (a) all Deliverables furnished under the Contract will conform to all specifications and industry standards, and will be free from defects, including, where applicable and without limitation, defects in material, workmanship, and title; (b) Vendor is the owner or licensee of all Deliverables it licenses, sells, or develops and Vendor has the rights necessary to convey title, ownership rights, or licensed use; (c) all Deliverables are provided free from any security interest, lien, or encumbrance and will continue in that respect; (d) the Deliverables will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (e) Vendor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Deliverables; (f) Vendor will not negate, exclude, limit, or modify in any warranty otherwise available to the State in any way; (g) the Deliverables are merchantable and fit for the State's intended use ; (h) the Deliverables furnished will conform in all respects to samples, advertisements, and other forms of representation made to the State; (i) the Contract signatory has the authority to enter into the Contract; (j) all information furnished and representations made in connection with the Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading, and the (k) Vendor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. Vendor agrees to promptly replace or correct any Deliverables not conforming to the foregoing warranty, without expense to the State, when notified of such non-conformity by the State. A breach of this Section is a material breach of the Contract.

6. Termination for Cause. The State may terminate the Contract, in whole or in part, at any time for cause in the event Vendor fails to comply with any of these terms, including, without limitation, late delivery or performance, the delivery of defective or non-conforming Deliverables, or failure to provide the State with reasonable assurances of future performance. In the event of termination for cause, the State will not be liable to Vendor for any amount, and Vendor will be liable to the State for any and all damages, including but not limited to, administrative fees, court costs, attorney fees,

and cover costs. Any ineffectual termination for cause is hereby deemed a termination for convenience, effective as of the same date and limited to those rights.

7. Termination for Convenience. The State may immediately terminate the Contract, in whole or in part, without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. Upon termination for convenience, the State will only pay for those Deliverables, not including standard stock, then in progress and which cannot be returned under these terms.

8. Indemnification. Vendor must defend, indemnify and hold the State, all of its instrumentalities, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Vendor (or any of Vendor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or other requirements contained in the Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Vendor (or any of Vendor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Vendor (or any of Vendor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable). Due to constitutional prohibitions, the State will not indemnify Vendor, or its employees or affiliates, for any reason whatsoever.

9. Confidentiality. Vendor agrees that any information, including State Data, disclosed by the State in relation to the Contract will be used only in the performance thereof. Vendor will keep the information confidential, will not disclose it to any third party, except as authorized by the State, and will only disclose it to those within its organization who need it for performance of the Contract. Upon completion or termination of the Contract, Vendor will return all such information to the State, or make such other disposition thereof as directed or approved by the State. No item furnished under the Contract, or tools, plans, designs, or specifications for producing the same, which have been specifically designed for or by the State, will be duplicated or used by Vendor. Nothing in this provision will restrict Vendor's right to use or disclose any information which is or becomes known to the public without breach of this provision by Vendor or is rightfully obtained without restriction from other sources.

10. Proprietary Rights. All materials, tools, plans, designs, specifications, equipment, and other property either furnished by the State to Vendor or paid for by the State, will remain the property of the State, but the Vendor assumes the risks of, and will be responsible for, any loss or damage, until returned in good order to the State. Such property must be safely stored and properly maintained by Vendor. Upon completion of this Contract, Vendor will return such property to the State or to any other entity as the State may direct, in the condition in which it was received, manufactured, or procured by Vendor, except for reasonable wear and tear and except if such property has been incorporated into the Deliverables.

11. State Data. All data and information provided to Vendor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("State Data") and may only be used as specifically required by the Contract; this definition is to be construed as broadly as possible. Upon request, Vendor must provide to the State, or its third-party designee, all State Data within 10 calendar days of the request and in the format requested by the State. Vendor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

12. Intellectual Property. Unless otherwise stated in the Contract, Vendor: (a) agrees that any computer program, software, documentation, copyrightable work, discoveries, inventions or improvements developed by Vendor resulting from supplying the Deliverables are the property of the State; and (b) hereby assigns all rights therein to the State. Vendor further agrees to provide the State with any assistance which the State may require to obtain patents or copyright registrations.

13. Limitation of Liability. The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action. Under no circumstances will the State be liable for any amounts, in whatever form, in excess of the total aggregate value set forth in the Contract.

14. Records Maintenance, Inspection, Examination, and Audit. The State or its designee may audit Vendor to verify compliance with the Contract. Vendor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under the Contract or any extension.

15. Notices. All notices and other communications required or permitted under the Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

16. Modifications. The Contract may not be amended except by signed agreement between the parties (a "Change Notice").

17. Independent Contractor. Vendor is an independent contractor and assumes all rights, obligations and liabilities set forth in the Contract. Vendor, its employees, and agents are not considered employees of the State.

18. Subcontracting and Assignment. Vendor may not delegate or assign any of its obligations or rights under the Contract without the prior written approval of the State.

19. Compliance with Laws and Policies. Vendor must comply with all applicable federal, state and local laws, rules and regulations. Vendor must also comply with all applicable

State physical and IT security policies and standards, which will be made available upon request.

20. Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09. Vendor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of the Contract.

21. Unfair Labor Practice. Under MCL 423.324, the State may void any Contract with a Contractor, Vendor, or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

22. Governing Law. The Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of the Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from the PO must be resolved in Michigan Court of Claims. Vendor hereby waives any objections, such as lack of personal jurisdiction or forum non conveniens. Vendor must appoint agents in Michigan to receive service of process.

23. Non-Exclusivity. Nothing contained in the Contract is intended nor will be construed as creating any requirements contract with Vendor. The Contract does not restrict the State or its agencies from acquiring similar, equal, or like Deliverables from other sources.

24. Force Majeure. Neither party will be in breach of the Contract because of any failure arising from any disaster or acts of God that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Vendor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

25. Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State. Vendor will provide the State, for its review, copies of all presentations or articles being submitted for publication at least 30 calendar days in advance.

26. Website Incorporation. The State is not bound by any content on Vendor's website unless expressly incorporated directly into the Contract.

27. Severability. If any part of the Contract, or these terms, is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract terms will continue in full force and effect.

28. Waiver. Failure to enforce any provision of the Contract, or these terms, for any period of time will not constitute a waiver.

29. Survival. The provisions of these terms that impose continuing obligations, including warranties and representations, termination, indemnification, intellectual property, and confidentiality, will survive the expiration or termination of the Contract.

30. Entire Contract. The Contract and these terms constitute the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. No terms on any invoice, quote, purchase order, website, browse-wrap, shrink-wrap, click-wrap or other non-negotiated terms and conditions provided with any of the Deliverables (including software and hardware) or documentation, whether by Vendor, Contractor, subcontractor, or any third-party, will constitute a part or amendment of the Contract or is binding on the State or any authorized user for any purpose.

12. INSURANCE REQUIREMENTS.

- a. **General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
- b. **Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
- c. **Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
- d. **Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
 - (1) Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract.
 - (2) Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced

with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.

e. Proof of Insurance

- (1) Insurance certificates showing evidence of coverage as required herein must be submitted to the Contract Administrator within 10 days of the contract execution date.
- (2) Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
- (3) Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
- (4) All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
- (5) The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.
- (6) In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to the Contract Administrator no later than 5 business days following such cancellation or nonrenewal.

f. Subcontractors. Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.

g. Limits of Coverage & Specific Endorsements. (See Table 6.1 Below)

TABLE 6.1

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<p>Minimum Limits:</p> <p>\$250,000 Each Occurrence</p> <p>\$250,000 Personal & Advertising Injury</p> <p>\$500,000 Products/Completed Operations</p> <p>\$500,000 General Aggregate</p> <p>Deductible Maximum</p> <p>\$50,000 Each Occurrence</p>	<p>Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.</p>

Required Limits	Additional Requirements
Automobile Liability Insurance	
Minimum Limits: \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

h. Non-Waiver. This Section is not intended to and is not to be construed in any manner as waiving, restricting, or limiting the liability of either party for any obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State.