



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

DTMB

320 S Walnut Street Lansing, MI 48933
P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number 2

to

Contract Number MA240000000234

CONTRACTOR	The Kendall Group Inc
	5101 S. Sprinkle Road
	Portage MI 49002
	Bob Heaps
	269-978-3838
	bob.heaps@galloup.com
	VC0003459

STATE	Program Manager	Robert Ruff	DTMB
		517-719-4754	
		ruffr1@michigan.gov	
	Contract Administrator	Amanda Smart	DTMB
		517-730-8796	
		SmartA1@michigan.gov	

CONTRACT SUMMARY

Plumbing and Pipefitting MRO- Statewide
d/b/a Galloup

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 27, 2023	December 30, 2027	2 - 1 Year	September 30, 2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
1%/15 NET 45		3 Business Days	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>	0 Years	
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,000,000.00	\$0.00	\$4,000,000.00		

DESCRIPTION

Effective 8/18/25, please note the Contract Administrator has been changed to Amanda Smart.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 1

to

Contract Number MA240000000234

CONTRACTOR	The Kendall Group, Inc. d/b/a Galloup
	5101 S. Sprinkle Road
	Portage MI 49002
	Bob Heaps
	269-978-3838
	bob.heaps@galloup.com
	VC0003459

STATE	Program Manager	Robert Ruff	DTMB
		517-719-4754	
		ruffr1@michigan.gov	
	Contract Administrator	Melissa Beck	DTMB
		517-897-1502	
		beckm3@michigan.gov	

CONTRACT SUMMARY

Plumbing and Pipefitting MRO- Statewide
d/b/a Galloup

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 27, 2023	December 30, 2027	2 - 12 Months	September 30, 2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
1%/15 NET 45		3 Business Days	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

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		
\$4,000,000.00	\$0.00	\$4,000,000.00		

DESCRIPTION

Effective January 17, 2025, updating the Contract expiration date to September 30, 2027.

Changing Contract Administrator to Melissa Beck, beckm3@michigan.gov, 517-897-1502.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement and DTMB Central Procurement Services approval.



STATE OF MICHIGAN PROCUREMENT

Department of Technology, Management, and Budget

525 W. Allegan St.

P.O. Box 30026 Lansing, Michigan 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. 240000000234

between

THE STATE OF MICHIGAN

and

CONTRACTOR	The Kendall Group, Inc. d/b/a Galloup
	5101 S. Sprinkle Road
	Portage, MI 49002
	Bob Heaps
	269-978-3838
	bob.heaps@galloup.com
	VC0003459

STATE	Program Manager	Robert Ruff	DTMB
		517-719-4754	
		ruffr1@michigan.gov	
	Contract Administrator	Matt Lindeman	DTMB
		517-896-1620	
		LindemanM1@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION:			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
12/30/2023	12/30/2027	Two, One-Year Options	12/30/2027
PAYMENT TERMS		DELIVERY TIMEFRAME	
1%/15 Net 45		3 Business Days	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
No minimum Quantity			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER. This Contract Agreement is awarded on the basis of the State's inquiry bearing the solicitation number 230000001980. Orders for Delivery will be issued directly by the Departments through the issuance of a Delivery Order (DO).			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$4,000,000.00

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and The Kendall Group, Inc. (“**Contractor**”), a Michigan corporation. This Contract is effective on October 1, 2023 (“**Effective Date**”), and unless terminated, will expire on September 31, 2027 (the “**Term**”).

This Contract may be renewed for up to two additional one-year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.]

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables (the “**Contract Activities**”) described in a Statement of Work, the initial Statement of Work is attached as Schedule A – Statement of Work. An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities unless otherwise specified in a Statement of Work.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality that conform to industry standards; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. Notices.** All notices and other communications required or permitted under this 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.

If to State:	If to Contractor:
See Contract Administrator information shown below.	The Kendall Group Attn. Legal Department 5101 S. Sprinkle Road Portage, MI 49002 klegal@kendallgroup.com 269-978-3838

3. **Contract Administrator.** The Contract Administrator, or the individual duly authorized for each party, is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Matt Lindeman 320 S. Walnut Street, 2 nd Flr. North Lansing, MI 48933 lindemanm1@michigan.gov 517-249-0454	Bob Heaps 2800 Millcork Kalamazoo, MI 49001 Bob.heaps@galloup.com 269-207-3529

4. **Program Manager/ Contractor Representative.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract. For the State a “**Program Manager**”, for the Contractor a “**Contractor Representative**”):

State:	Contractor:
Matt Lindeman 320 S. Walnut Street, 2 nd Flr. North Lansing, MI 48933 lindemanm1@michigan.gov 517-249-0454	Bob Heaps 2800 Millcork Kalamazoo, MI 49001 Bob.heaps@galloup.com 269-207-3529

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.** See Schedule C.

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

- 8. Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

- 9. Relationship of the Parties.** The relationship between the parties is that of independent contractors. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Neither party has authority to contract for nor bind the other party in any manner whatsoever.
- 10. Intellectual Property Rights.** If a Statement of Work requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.
- 11. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the

terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

- 12. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.
- 13. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in a Statement of Work, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- 14. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 15. Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
- 16. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.
- 17. Acceptance.** Contract Activities are subject to inspection and testing by the State within 15 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in a Statement of Work. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State

Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 24, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. Only in the case of the Contractor's refusal to correct the material deficiency, the State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

- 18. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in a Statement of Work. All containers and packaging become the State's exclusive property upon acceptance.
- 19. Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor, except with respect to damage caused by the State or a third-party unassociated with Contractor. For purposes of this section, anyone who delivers Contract Activities to the State is associated with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
- 20. Warranty Period.** The warranty period, if applicable, for Contract Activities is as set forth in the applicable manufacturer's warranty, if any. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor according to the terms of the applicable manufacturer's warranty, if any.
- 21. Invoices and Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of

the State's receipt. Contractor may only charge for Contract Activities provided as specified in a Statement of Work. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

- 22. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.
- 23. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or

delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

24. Termination for Cause. (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of any facility, data, or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (iii) engages in any conduct that may expose the State to liability; (iv) breaches any of its material duties or obligations under this Contract; or (v) fails to cure a breach within the time stated by the State in a notice of breach, if in its sole discretion the State has chosen to provide a time to cure. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Contract Activities accepted by the State under this Contract or (ii) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 25, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. Contractor must promptly reimburse to the State any fees prepaid by the State prorated to the date of such termination, including any prepaid fees. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

25. Termination for Convenience. The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by the State under this Contract, or (b) continue to perform the Contract Activities in accordance with Section 26, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

- 26. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 27. Return of State Property.** Upon termination or expiration of this Contract for any reason, Contractor must take all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to the Contractor by any entity, agent, vendor, or employee of the State.
- 28. Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless from and against any and all actions or claims made by a third party resulting in losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), which are caused by or directly related to: (a) any breach by Contractor (or any of Contractor'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 insurance requirements contained in this Contract; (b) Contractor's 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 the negligent action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any negligent or willful acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. The State will provide Contractor with reasonable assistance in the defense of the claim. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own cost and expense, if the State deems necessary. Contractor

will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

29. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
30. **Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** Neither Party is liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION HEREOF AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INDEMNITY, OR OTHERWISE, EACH PROVISION HEREOF WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITIONS OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISIONS AND IS TO BE ENFORCED AS SUCH.
31. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated

against its employees, subcontractors, vendors, or suppliers during the term of this Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

32. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing or commercial purposes.
33. **Reserved.**
34. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.
 - a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; or, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
 - b. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in

a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. **Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. **Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. **Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

35. **Reserved.**

36. **Reserved.**

37. **Reserved.**

38. **Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all 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 this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other

action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 39. Representations and Warranties.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (d) the Contract signatory has the authority to enter into this Contract; (e) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (f) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (g) Contractor 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. EXCEPT AS TO THOSE WARRANTIES PROVIDED IN THIS SECTION 39, CONTRACTOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO THE CONTRACT ACTIVITIES, INCLUDING PRODUCTS AND SERVICES (IF ANY), PROVIDED UNDER THIS AGREEMENT. The State acknowledges that Contractor is acting as a wholesale distributor. Therefore, Contractor does not design, manufacture, alter, modify, test, inspect, package or provide labeling, instructions, or warnings for the goods it distributes, nor does Contractor actually perform the services it resells. As such, the only warranties applicable to any Contract Activities, including goods, services or other deliverables, provided under this Agreement are the warranties (if any) provided to the State from the manufacturer of the items sold to the State by Contractor. The State is solely responsible for determining the proper application and use of any Contract Activities, including goods, provided under this Agreement, the actual installation and/or connection of any Contract Activities, including goods, services or other deliverables. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.

- 40. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 41. Compliance with Laws.** Contractor must comply with all applicable federal, state and local laws, rules and regulations.
- 42. Reserved.**
- 43. Reserved.**
- 44. 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.*, Contractor 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 this Contract.
- 45. Unfair Labor Practice.** Under MCL 423.324, the State may void this Contract if the name of the Contractor, or the name of a subcontractor, manufacturer, or supplier of the Contractor, subsequently appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 46. Governing Law.** This 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 this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.
- 47. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 48. Force Majeure.** Neither party will be in breach of this 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. Contractor 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.

- 49. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

- 50. 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 the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.
- 51. Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document Title	Document Description
Schedule A	Statement of Work
Schedule B and Schedule B Pricing Worksheet	Provides Pricing for the Contract Activities
Schedule C- Insurance Requirements	Provides the insurance requirements to which the contractor will be bound
Exhibit 1A- Schedule A- PREA Standards	Provides information regarding MDOC standards related to abuse
Exhibit 1B- Schedule A- CFA Security Regulations	Provides information regarding MDOC security
Exhibit 2- Schedule A- Vendor Rules and Regulations	Provides information regarding MDOC Vendor Rules and Regulations

- 52. Entire Agreement and Order of Precedence.** This Contract, which includes Statement of Work, and schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Statement of Work; (b) second, Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 53. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 54. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 55. Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.
- 56. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

FEDERAL PROVISIONS ADDENDUM

Contractor acknowledges and agrees that the State may utilize funds obtained from the federal government which may have additional contractual requirements. Contractor agrees that, if the State determines that federal rules or regulations require the appendage of specific contractual language to this Contract related to specific types of federal funding, including but not limited to [Title 2 of the Code of Federal Regulations \(C.F.R.\) Part 200](#) and [Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#), Contractor agrees to, through a Contract Change Notice, append such required contractual language to this Contract if reasonably necessary to keep the State and Contractor in compliance with federal funding requirements and comply with the terms set forth therein.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Contract No. 240000000234

Plumbing and Pipefitting MRO- Statewide

BACKGROUND

The State, in the course of maintaining or repairing its facilities, may require plumbing and pipefitting products including, but not limited to, valves and fittings, parts, materials and supplies.

SCOPE

This contract is for the provision of plumbing tools, piping, valve, fittings, parts, and related materials and supplies to various State Agencies and Extended Purchasing participants.

The State reserves the right to modify the products and services on the contract to serve its needs or those of the States Extended Purchasing participants.

The State will not be obligated to purchase any specific quantities.

This contract does not include installation or construction labor.

REQUIREMENTS

1. General Requirements

1.1. Products

A. The Contractor must provide the following:

1. All commodities to be furnished conforming to industry standard and as listed products as established in the **Schedule B.1. Pricing Worksheet**. These will be known as “core” items.

B. The Contractor will also provide the following:

1. Other plumbing and pipefitting products, and related materials and supplies and tools as are available in your published catalog at <https://shop.galloup.com> These will be priced as a discount off list with the discounts established in the **Schedule B.2. Pricing Worksheet**.

C. The Contractor agrees to stock all “core” items established and priced in the **Schedule B.1. Pricing Worksheet**.

1.2. Warranties

A. The Contractor will pass through all manufacturer warranties.

- B. The Contractor will assist and coordinate any warranty issues with products sold through a State of Michigan contract. The State will email the Contractor representative to report warranty issues.

1.3. Recall Requirements and Procedure

If a recall were to occur, the Contractor will contact the State of Michigan and other affected customers and facilitate resolution recommended by the manufacturer. Items will be tracked by the Contractor's part number and sales history.

1.4. Quality Assurance Program

All orders in the contractor's system are driven by and managed by the Request Date. This is the date the customer wants the material delivered and determines when the order prints in the warehouse, when it is picked, and when it is staged for delivery. The inside sales staff maintains open order status reports for the orders they enter and are able to see the order through the various stages. If at any time a customer makes a delivery requirement change, the inside salesperson can change the request date. If the order is needed immediately, the order can be force printed in the warehouse and the pick/pack/ship process can be initiated. Inside salespeople have enough margin in the report data to allow for factory expedites prior to an order being late.

For order fulfillment accuracy, the contractor pulls from a Radio Frequency (RF) Warehouse and cross-references all vendor product barcodes with its own product barcodes. Order pullers receive a pick command on their RF gun and scan the warehouse location, our product barcode, and the factory barcode. They receive an audible alarm if anything in that sequence is incorrect. They also have visibility of the product description in the RF gun and match that to the description on the product itself. The product then goes through the packing and staging process where it is again checked for accuracy prior to shipping.

Any deviations from timely and accurate deliveries are monitored via The Contractor's Unquality Event Tracking process and logged for process improvement.

1.5. Incentives

Stock products returned in original packaging can qualify for full credit.

1.6. Transition

- A. Transition In:** Upon execution of the contract the Contractor will do everything necessary to allow for State Agencies and their appropriate staff to ensure that they can easily procure products necessary, including but not limited to:

1. Engaging with Agency representatives to establish accounts
2. Enroll on-line users (if applicable)

State Agency sites must document pertinent billing and shipping information in order to have accounts set up with Contract Pricing. The Contractor will assist with this process.

Each State Agency location has provided information prior to ordering material.

2.2. Delivery Timeframes

The State is interested in both a standard delivery program (3 Business Days) and a quick ship program.

- A. Standard Delivery. The State prefers that standard delivery of all Contract Activities be delivered within three (3) business days from receipt of order. The receipt of order date is pursuant to the **Notices** section of the *Standard Contract Terms*.
- B. Quick-ship Program. All items stocked in our locations are available within 24-48 hours. Non-stock material is dependent on delivery from the manufacturer. Primarily our fleet of delivery trucks.

2.3. Delivery

- A. Delivery timeframes and options will be as established in 2.2.
- B. The Contractor may be required to establish, with the State's Agency Program Managers, a formal delivery processes and/ or weekly delivery schedules for large facilities and warehouses, as needed.
- C. Contractor must notify the individual who placed the order (Ordering Entity) immediately if a schedule delivery is delayed or needs to be postponed, as soon as the delay is certain, for any reason.
- D. Extenuating circumstances relative to delivery must be communicated by the Contractor to the Ordering Entity or the Program Manager prior to the scheduled delivery date and time.
- E. Packing slips must accompany all deliveries.
- F. All deliveries must be signed for. No deliveries without in-person receipt.
- G. Items, brands, and quantities delivered will match the Order Confirmation exactly.
- H. Signed and dated packing slips will be provided to the signer at the time of delivery.
- I. The entire order must be delivered on the same day unless a partial delivery has been approved in advance by the Program Manager or Ordering Entity.
- J. Orders not received in their entirety, as determined by a review of the Data Sources, will be considered inaccurate

2.4. Delivery Methods

The Contractor will provide delivery through their own fleet of delivery trucks.

2.5. Packaging and Palletizing

Packaging must be optimized to permit the lowest freight rate. Shipments must be palletized whenever possible using manufacturer's standard 4-way shipping pallets.

2.6. Damaged Goods and Returns

A. Damaged Freight, Error in Shipment, Defective Items

1. The Contractor will pay and arrange for all shipping and handling charges for items returned because of freight damage or error in shipment.
2. Agencies will be credited the full amount of all items returned.
3. The Contractor shall issue credit within seven (7) calendar days once item has been returned to Contractor's facility.

B. Credit and Return Policy

1. The Contractor agrees to replace or issue credit within seven (7) calendar days of the receipt of return for all manufacturer and shipping defects at no cost to the Ordering Entity.
2. If the Contractor does not issue a call tag and/or arrange to pick up the damaged or incorrect product within 30 days, the Ordering Entity may dispose of the product and will not be billed for the damaged or incorrect product.

C. Return Process

1. The Ordering Entity must notify the Contractor of any issues with their order within 10 days of delivery of the product.
2. The return will be completed within 30 days.
3. All returns for incorrect orders are at no cost to the Ordering Entity, including re-stocking fees.
4. Specials and non-stock items are subject to manufacturer's restocking fees.

2.7. Store Locations

The State prefers that the Contractor have physical purchasing locations (Stores) throughout the State to allow for in-person purchasing if necessary.

State	City/Town	Phone Number	Address
Michigan	Ann Arbor	(734) 668-1612	800 State Circle
Michigan	Battle Creek	(269) 965-2303	130 N Helmer Rd
Michigan	Clinton Township	(586) 755-3110	23350 15 Mile Road
Michigan	Kalamazoo	(269) 382-1190	2800 Millcork St
Michigan	Lansing	(517) 482-6170	1223 Haco Dr

Michigan	Manistee	(231) 723-2506	10 East St
Michigan	Midland	(989) 496-9250	3240 Schuette Rd
Michigan	Wyoming	(616) 554-8030	3838 Clay Ave SW

All purchases must be tied to an account to qualify for State contract pricing. State Employee visiting a contractor location, they would provide information needed for staff to look up the associated account and established pricing would be applied due to the contract pricing loaded when the account was created.

2.8. Reporting

The Contractor must submit to the Program Manager or the Contract administrator, the following written reports as requested:

- A. Usage reports will be submitted on a quarterly basis to include at a minimum:
 1. The name of the purchasing agency
 2. Item
 3. Order Date
 4. Quantity
 5. Price
 6. Delivery Order Number
- B. The Contractor will report all State Agency and MIDEAL sales on a quarterly basis. Savings off list price generated from Contract activities will also be reported quarterly.
- C. Monthly Administrative reports must be e-mailed to the Program Manager, within 30 days of the last day of each calendar month. These itemized purchasing activity reports must include: a. The name of the purchasing entity b. Line-item accounting statement of items purchased or repaired c. Price billed per item purchased or repaired d. Total dollar volume in sales e. Delivery order number or identified as P-Card purchase.

2.9. Meetings

The Contractor must attend the following meetings:

- A. The initial Contract Kick-Off Meeting, usually held within 30 calendar days of the effective date.
- B. Meetings requested by individual State Agencies
- C. Meetings requested by the Contract Administrator
- D. The State may request other meetings as it deems appropriate.

3. Staffing

3.1. Contractor Representative

- A. The Contractor must appoint one individual specifically assigned to State of Michigan accounts who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the "Contractor Representative").
- B. The Contractor Representative is also a Key Personnel.
- C. The Contractor Representative (or designee) must be available to take calls between 8:00 and 4:00 pm ET, Monday through Friday.
- D. The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.
- E. The Contractor may not remove or assign Key Personnel without the prior notification of the State. Prior notification is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause.

3.2. Key Personnel

In addition to the Contractor Representative, the Contractor may appoint additional individuals who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel may be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 8 business hours.

The Contractor must identify the Contractor Representative and may identify other Key Personnel, indicate where they will be physically located, describe the functions they will perform.

1) Key Personnel
Contractor Representative: Bob Heaps- Strategic Accounts Manager
2) Physical Location of Key Personnel: Kalamazoo, MI
3) Functions each Key Personnel will perform: Responsible for administering all contract activities statewide.
4) Current Chronological Résumés : Contract Representative for State of Michigan contract from 2018-2023.

5) Key Personnel
Name and Title of Other Key Personnel:
Jeff Lyons- Account Manager
Chad Thorn- Location Manager
6) Physical Location of Key Personnel: Lansing, MI

7) Functions each Key Personnel will perform:

Jeff Lyons- Application assistance, onsite training, and product support.

Chad Lyons- Product quotes, order processing, order expediting.

8) Current Chronological Résumés (attach):

Contractor Team has over 50 years of experience in the Plumbing and Pipefitting industry.

3.3. Customer Service Toll-Free Number

The State prefers that the Contractor have a toll-free number for the State to contact the Contractor Representative or Customer Service. We require that these staff members be available for calls during the hours of 8 am to 5 pm ET Monday through Friday, at a minimum. Identify customer service availability for this proposal by hours and days of the week.

Toll Free Number: **1-800-643-0026**

Customer Service: **1-800-367-3288**

3.4. Security

- A. The Contractor's staff may be required to make deliveries to or enter State facilities. The State may require the Contractor's personnel to wear State issued identification badges.

4. Pricing

Pricing is as established in **Schedule B and Schedule B- Pricing Worksheet**.

4.1. Price Term

Pricing is firm for a 365-day period ("Pricing Period"). The first pricing period begins on the Effective Date. Adjustments may be requested in writing by either party and will take effect no earlier than the next Pricing Period.

4.2. Price Changes

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

4.3. State Electronic Catalog

- A. To enable State's internal catalog management functionality, the Contractor must supply the State with product and pricing information as identified in the **Schedule B.1.- Pricing Worksheet**.
- B. The Contractor must supply the State with updated product and pricing information over the duration of the Contract using the then- current catalog template provided by the State. (See **Exhibit 3** for current example). Product and price changes provided in this manner will not take effect until the catalog is updated in the State's procurement system.

5. Ordering

- A. Orders will be placed by authorized State employees, which are also Ordering Entities.
- B. Orders may be placed for delivery to a State facility or for pick up at a Contractor store location.

5.1. Authorizing Document

- A. The appropriate authorizing document for the Contract will be Delivery Order which may be emailed to the Contractor, or an order placed through the Contractors purchasing website portal via the established State of Michigan account.

5.2. Order Verification

The Contractor must have internal controls to verify abnormal orders and to ensure that only authorized individuals place orders.

6. Acceptance

6.1. Acceptance, Inspection and Testing

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

- A. Itemized packing slip must accompany all deliveries and deliveries must signed for by receiving staff.
- B. Damaged boxes will be refused.
- C. Order shipment must be complete and correct.

7. Invoice and Payment

7.1. Invoice Requirements

All invoices submitted to the State must include:

- A. Date
- B. Master Agreement number
- C. Delivery Order number or Contractor generated order number (if order is placed on-line)
- D. Customer Numbers (Agency Identifier and Order Entity identifier)
- E. Billing Address
- F. Shipping Address
- G. Quantity
- H. Description of the Contract Activities
- I. Unit price
- J. Total Price

7.2. Payment Methods

- A. The State will make payment for Contract via EFT.
- B. The Contractor accepts orders placed by delivery order and by PCards. Any State Entity ordering material must fill out an account form to ensure Contract pricing is applied. Most State Agencies have existing accounts. Any additional accounts can be set up upon request.
- C. Any State Entity ordering material must fill out an account form to ensure Contract pricing is applied.

8. Additional Requirements

8.1. Environmental and Energy Efficiency Product Standards

The Contractor must identify any energy efficient, bio-based, or otherwise environmentally friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States Department of Agriculture certified bio-based product label. Contractor must describe how products that meet these requirements are identified or otherwise labelled and list any exceptions to this requirement.

8.2. Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.

8.3. Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

8.4. Brominated Flame Retardants

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

8.5 Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

The Contractor confirms that the provided products do not intentionally contain PFAS. This consists of all components of the provided products, including product packaging.

9. Service-Level Agreements (SLAs)

- A. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.
- B. The State reserves the right to reconsider or amend SLA amounts for split awards should they occur.

Service Level Agreements for this Contract will be as follows:

SLA Metric 1. Timely Deliveries	
Definition and Purpose	<p>Standard Delivery. The State prefers that standard delivery of all Contract Activities be delivered within three (3) business days from receipt of order. The receipt of order date is pursuant to the Notices section of the Standard Contract Terms.</p> <p>The Contractor must ensure that items and quantities delivered are exactly the items, brands, and quantities on the Order Confirmation. No substitutions will be allowed without prior written permission by Program Manager and a Change Notice executed by the Contract Administrator.</p> <p>The entire order will be received on the same day unless a partial delivery has been approved in advance by the Ordering Entity.</p>

SLA Metric 1. Timely Deliveries	
Acceptable Standard	<ol style="list-style-type: none"> 1. All deliveries must occur in accordance with the approved delivery schedule for each Facility and Facility Receiving hours. See Schedule A. Section 2.2. 2. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled delivery date and time. 3. Items, brands, and quantities delivered will match the Order Confirmation exactly. 4. Signed and dated packing slips will be provided to the signer at the time of delivery. 5. The entire order must be delivered on the same day unless a partial delivery has been approved in advance by the Program Manager. 6. Orders not received in their entirety, as determined by a review of the Data Sources, will be considered inaccurate. <p>The acceptable standard is 100% compliance.</p>
Credit Due for Failing to Meet the Service Level Agreements	<ol style="list-style-type: none"> 1. \$50.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year. 2. \$100.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year. <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>

Galloup

SCHEDULE B - PRICING

Contract No. 240000000234 Plumbing and Pipefitting MRO- Statewide

1. Pricing include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
 - A. Core (Schedule B.1.)
 - B. Discount off List (Schedule B.2.)
2. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.
3. When providing information to Schedule B.2. Discount off List, the State may deem it necessary to audit pricing and review manufacturer list price.

SCHEDULE B
B.1. Core List
Contract 24000000234
PLUMBING AND PIPEFITTING SUPPLIES

ITEM NUMBER	CURRENT BRAND	CURRENT MFG PART NUMBER	ITEM DESCRIPTION	PROPOSED MFG. (If known)	PROPOSED MFG PART NUMBER	DELIVERY DAYS	ESTIMATED ANNUAL USAGE	ESTIMATED 4-Year Usage	UNIT OF MEASURE	PRICE PER UNIT	Extended Cost
1	3M AQUA-PURE	5613432	Quick Connect Filter (0.2 micron, 2.5 gpm)		88	22	48	250.28	EA	1.38	\$ 7,206.16
2	ACORN	0316-018-000	Tinnerman Nut, SS, 10-32 UNF			3	25	100	EA	25.74	\$ 643.50
3	ACORN	2560-015-001	Water Chamber Assembly, 0.5 in x 1.4			3	25	100	EA	17.97	\$ 449.25
4	ACORN	2563-020-002	Servomotor			3	35	139	EA	180.12	\$ 5,004.20
5	ACORN	2560-015-001	Water Chamber Assembly, Acorn			3	25	300	EA	23.81	\$ 7,145.75
11	CASH ACME	17148-0000F	Vacuum Breaker, 3/4", GHT, Brass			3	28	110	EA	5.11	\$ 143.08
12	CHICAGO FAUCETS	665-8KPABCP	Handle: Fits Chicago Faucets Brand, For Pedal Boxes Series, Use with Hot/Cold Water Temp			3	30	120	EA	65.74	\$ 1,872.20
13	CHICAGO FAUCETS	667-080HKABNF	MVP Actuator And Cartridge			3	35	137	EA	54.49	\$ 1,907.15
14	CHICAGO FAUCETS	333-027HKABNF	Felt Washer: Fits Chicago Faucets Brand			3	46	182	EA	1.52	\$ 69.92
15	CHICAGO FAUCETS	333-027HKABNF	Felt Washer			3	192	766	EA	1.52	\$ 291.84
16	DURA-BLOK	DB5	Pipe Support Block: Rubber Base, Electroplated Cast Iron, 6 in Overall Lg, 5 in Overall Ht			3	20	80	PK	13.45	\$ 269.00
17	ELKAY	51300C	Replacement Filter Cartridge: 1.5 gpm, 3,000 gal, 9 1/2 in Overall Ht, 3 1/4 in Dia			3	21	82	PK	73.31	\$ 1,519.91
18	ELKAY	LS28VSSP	Drinking Fountain with Bottle Filter: On-Wall, Refrigerated, 39 1/2 in Ht, Stainless Steel			3	28	109	EA	1,361.67	\$ 38,126.76
19	ELKAY	LS28VSSP	Drinking Fin w/ Bottle Filter, H 30 7/16 in			3	32	125	EA	1,361.67	\$ 43,573.44
20	ELKAY	51300C	Filter Cartridge, Water Cooler, 1.5 GPM			3	38	152	EA	73.33	\$ 2,786.54
21	ELKAY	51300C	Filter Cartridge, Water Cooler, 1.5 GPM			3	62	246	EA	73.33	\$ 4,546.46
22	EZ-FLO	15001	2 gpm Fixed Showerhead Flow Rate, Chrome Finish			3	29	116	EA	27.89	\$ 808.81
23	GENERIC	GENERIC	20115N KEENEY 1-1/4 17 GA CP			3	21	84	EA	33.10	\$ 695.10
24	GENERIC	GENERIC	77042 2 PROGRESS 90 ELBOW COPPER			3	21	83	EA	36.65	\$ 769.65
25	GENERIC	GENERIC	5 X 10 NH PIPE NH-2			3	23	90	FT	22.69	\$ 1,521.87
26	GENERIC	GENERIC	M35C-CLAMN OPTIMA RETROFIT KIT			3	25	99	EA	346.99	\$ 8,074.75
27	GENERIC	GENERIC	(D) 2 SCH 80, 21BW BLK ERW AS3F			3	26	104	FT	6.54	\$ 170.04
28	GENERIC	GENERIC	1/2 USS FW 2P 1-3/8 OD			3	26	104	EA	0.08	\$ 2.08
29	GENERIC	GENERIC	7/8-9X4 1/2 GR2 HKCS 2P A307			3	26	105	EA	2.40	\$ 62.40
30	GENERIC	GENERIC	3/4-10X4 1/4 GR2 HKCS 2P A307			3	27	108	EA	1.91	\$ 51.57
31	GENERIC	GENERIC	77112 1/2 PROGRESS 90 ELBOW COPPER			3	22	102	EA	2.13	\$ 57.12
32	GENERIC	GENERIC	1/2 PVC SCH 40 PIPE 20 FT PE			3	28	110	FT	0.39	\$ 10.92
33	GENERIC	GENERIC	1 PIPE CLAMP PLATED P5 1100-1 B2010			3	29	116	EA	1.00	\$ 29.00
34	GENERIC	GENERIC	(D) 12X10 SCH 40, 109W BLK CW AS3F			3	30	120	FT	1.80	\$ 54.00
35	GENERIC	GENERIC	1-5/8X11-5/8 GREEN SLOTTED CHANNEL			3	30	120	FT	1.19	\$ 107.70
36	GENERIC	GENERIC	8 PVC SCH 80 PIPE 20 FT PE			3	30	120	FT	20.41	\$ 612.30
37	GENERIC	GENERIC	(D) 1/2 SCH 80, 147W BLK CW AS3F			3	32	126	FT	1.92	\$ 61.44
38	GENERIC	GENERIC	(D) 6 NOM X .280 GALV SCH 40 ERW			3	32	126	FT	29.19	\$ 934.08
39	GENERIC	GENERIC	1-1/2 13 HHN ZP			3	32	129	EA	0.17	\$ 45.44
40	GENERIC	GENERIC	(D) 6 NOM X .280 GALV SCH 40 ERW			3	32	126	EA	29.19	\$ 934.08
41	GENERIC	GENERIC	3 L HARD COP PIPE 20			3	33	130	FT	34.98	\$ 1,154.34
42	GENERIC	GENERIC	4 PVC SCH 80 PIPE 20 FT PE			3	33	130	FT	7.00	\$ 231.00
43	GENERIC	GENERIC	5/8-11X4 1/2 GR2 HKCS 2P A307			3	33	131	EA	1.14	\$ 37.62
44	GENERIC	GENERIC	3 L HARD COP PIPE 20			3	33	130	FT	34.98	\$ 1,154.34
45	GENERIC	GENERIC	01-400-00 FRP 1/2 ZPC REC CANOPY			3	34	134	EA	0.55	\$ 18.70
46	GENERIC	GENERIC	1-8 HHN ZP			3	34	136	EA	0.80	\$ 27.20
47	GENERIC	GENERIC	77371955 TYCO 1/2 T-FIB CP PRND			3	34	134	EA	5.38	\$ 182.92
48	GENERIC	GENERIC	1/4X1 FIBERGLASS INSULATION			3	38	150	FT	2.12	\$ 80.56
49	GENERIC	GENERIC	(D) 3 HUSKY S04000 SUPER DUTY NH			3	39	156	EA	11.19	\$ 436.41
50	GENERIC	GENERIC	2-1/2 L HARD COP PIPE 20			3	40	160	FT	25.05	\$ 1,002.00
51	GENERIC	GENERIC	2-1/2 L HARD COP PIPE 20			3	40	160	FT	25.05	\$ 1,002.00
52	GENERIC	GENERIC	1-5/8X11 GR2 HKCS 2P A307			3	41	163	EA	1.19	\$ 48.79
53	GENERIC	GENERIC	77022 3/4 PROGRESS 90 ELBOW COPPER			3	41	164	EA	3.43	\$ 140.63
54	GENERIC	GENERIC	1 X 10 FT L HARD COP PIPE			3	46	185	FT	6.33	\$ 291.18
55	GENERIC	GENERIC	3323192 SUDAN V-353-A/B REPAIR			3	46	185	EA	2.19	\$ 100.74
56	GENERIC	GENERIC	4X1 FIBERGLASS PIPE COVER			3	46	187	FT	5.07	\$ 233.22
57	GENERIC	GENERIC	(D) 2 SCH 40, 154W A306 BLK SMLS			3	50	201.4	FT	11.49	\$ 574.50
58	GENERIC	GENERIC	3/4 PVC SCH 40 PIPE 20 FT PE			3	50	200	FT	0.44	\$ 22.00
59	GENERIC	GENERIC	(D) 2 SCH 40, 154W A306 BLK SMLS			3	50	201.4	FT	11.49	\$ 574.50
60	GENERIC	GENERIC	(D) 2 HUSKY H02000 SUPER DUTY NH			3	51	202	EA	9.68	\$ 493.68
61	GENERIC	GENERIC	1/8-16 HHN ZP			3	51	203	EA	0.07	\$ 3.57
62	GENERIC	GENERIC	3/4-10 HHN ZP			3	52	206	EA	0.45	\$ 23.40
63	GENERIC	GENERIC	(D) 1-1/2 SCH 80 A306 BLK SMLS PIPE			3	53	210	FT	18.41	\$ 95.73
64	GENERIC	GENERIC	(D) 4 HUSKY H02000 HEAVY DUTY NH			3	53	211	EA	11.23	\$ 595.19
65	GENERIC	GENERIC	(D) 4 HUSKY H02000 HEAVY DUTY NH			3	53	211	EA	11.23	\$ 595.19
66	GENERIC	GENERIC	(D) 2 SCH 80, 218W A306 BLK SMLS			3	56	224	FT	13.13	\$ 735.28
67	GENERIC	GENERIC	7/8-8 HHN ZP			3	56	225	EA	0.78	\$ 43.68
68	GENERIC	GENERIC	(D) 2 SCH 80, 218W A306 BLK SMLS			3	56	224	FT	13.13	\$ 735.28
69	GENERIC	GENERIC	(D) 1-1/2 SCH 40, 145W BLK CW AS3F			3	58	231	FT	4.40	\$ 255.20
70	GENERIC	GENERIC	3 X 10 NH PIPE NH-2			3	58	230	FT	12.16	\$ 705.28
71	GENERIC	GENERIC	3 X 10 NH PIPE NH-2			3	58	230	FT	12.16	\$ 705.28
72	GENERIC	GENERIC	5/8-11X4 GR2 HKCS 2P A307			3	58	232	EA	0.86	\$ 50.74
73	GENERIC	GENERIC	(D) 2 SCH 80, 218W A306 BLK SMLS			3	60	241	FT	22.56	\$ 1,353.60
74	GENERIC	GENERIC	1/2 PVC SCH 80 PIPE 20 FT PE			3	60	240	FT	0.54	\$ 32.40
75	GENERIC	GENERIC	1/2X36 NPT EASYFLEX BRAIDED NIP SET			3	60	240	EA	26.02	\$ 1,561.20
76	GENERIC	GENERIC	(D) 2 SCH 80, 218W A306 BLK SMLS			3	60	241	FT	22.56	\$ 1,353.60
77	GENERIC	GENERIC	1/2X36 NPT EASYFLEX BRAIDED NIP SET			3	60	240	EA	26.02	\$ 1,561.20
78	GENERIC	GENERIC	3/8 USS FW 2P 1 OD			3	61	245	EA	0.05	\$ 3.05
79	GENERIC	GENERIC	(D) 1 SCH 40, 133W BLK CW AS3F PIPE			3	63	252	FT	2.71	\$ 170.73
80	GENERIC	GENERIC	(D) 1 SCH 80 A306 BLK SMLS PIPE SRL			3	63	252	FT	29.88	\$ 1,882.44
81	GENERIC	GENERIC	1/2 L HARD COP PIPE 20			3	63	250	FT	2.71	\$ 171.90
82	GENERIC	GENERIC	1-1/2X1 FIBERGLASS PIPE COVER			3	63	252	FT	1.99	\$ 125.37
83	GENERIC	GENERIC	2 L HARD COP PIPE 20			3	63	250	FT	17.65	\$ 1,111.95
84	GENERIC	GENERIC	2 L HARD COP PIPE 20			3	63	250	FT	17.65	\$ 1,111.95
85	GENERIC	GENERIC	2X30 FT PVC DWV SCH 40 PIPE			3	66	262	FT	1.38	\$ 89.70
86	GENERIC	GENERIC	(D) 2 HUSKY H02000 HEAVY DUTY NH			3	66	262	EA	8.43	\$ 556.38
87	GENERIC	GENERIC	(D) 2 HUSKY H02000 HEAVY DUTY NH			3	66	262	EA	8.43	\$ 556.38
88	GENERIC	GENERIC	3/4-10 HHN A 194 PLAIN			3	68	272	EA	0.43	\$ 29.24
89	GENERIC	GENERIC	6 PVC SCH 40 / DWV PIPE 20 FT PE			3	68	270	FT	7.01	\$ 476.68
90	GENERIC	GENERIC	(D) 4X10 SCH 40, 113W BLK CW AS3F			3	70	280	FT	2.20	\$ 154.00
91	GENERIC	GENERIC	(D) 3/4 SCH 80, 154W BLK CW AS3F			3	71	283	FT	2.61	\$ 185.31
92	GENERIC	GENERIC	(D) 4 HUSKY S04000 SUPER DUTY NH			3	72	286	EA	13.04	\$ 938.88
93	GENERIC	GENERIC	(D) 4 HUSKY S04000 SUPER DUTY NH			3	73	289	EA	13.04	\$ 938.88
94	GENERIC	GENERIC	5/8-11 HHN ZP			3	73	293	EA	0.32	\$ 23.36
95	GENERIC	GENERIC	(D) 1/2 SCH 40, 109W BLK CW AS3F			3	74	294	FT	1.63	\$ 120.62
96	GENERIC	GENERIC	1-1/2 X 10 FT L HARD COP PIPE			3	78	310	FT	10.97	\$ 855.66
97	GENERIC	GENERIC	1-1/2 X 10 FT L HARD COP PIPE			3	78	310	FT	10.97	\$ 855.66
98	GENERIC	GENERIC	(D) 3/4 SCH 40, 113W BLK CW AS3F			3	84	336	FT	2.06	\$ 173.04
99	GENERIC	GENERIC	ELKAY 51300C (1 EACH) FILTER			3	92	368	EA	69.44	\$ 6,888.48
100	GENERIC	GENERIC	ELKAY 51300C (1 EACH) FILTER			3	92	368	EA	69.44	\$ 6,888.48
101	GENERIC	GENERIC	4 PVC SCH 40 / DWV PIPE 20 FT PE			3	92	372	EA	3.73	\$ 344.56
102	GENERIC	GENERIC	4/0 ROTO GALV CHAIN FT CL15 FT CL15			3	98	390	FT	1.90	\$ 186.20
103	GENERIC	GENERIC	6 NIRON CLIMA SDR 11 PIPE PP-RCT			3	100	400	FT	19.34	\$ 1,934.00
104	GENERIC	GENERIC	0109653 STANDARD REID TAGS			3	100	400	EA	4.88	\$ 488.00
105	GENERIC	GENERIC	6 NIRON CLIMA SDR 11 PIPE PP-RCT			3	100	400	FT	19.34	\$ 1,934.00
106	GENERIC	GENERIC	801-50HT 9-3/4" FILTER 50 MIC PEST			3	102	408	EA	12.17	\$ 1,241.34
107	GENERIC	GENERIC	801-50HT 9-3/4" FILTER 50 MIC PEST			3	102	408	EA	12.17	\$ 1,241.34
108	GENERIC	GENERIC	2 X 10 FT L HARD COP PIPE			3	103	410	FT	17.65	\$ 1,817.95
109	GENERIC	GENERIC	2 X 10 FT L HARD COP PIPE			3	103	410	FT	17.65	\$ 1,817.95
110	GENERIC	GENERIC	4 STD GALV PIPE GRV ERW A53			3	104	415	EA	16.34	\$ 1,699.36
111	GENERIC	GENERIC	4 STD GALV PIPE GRV ERW A53			3	104	415	EA	16.34	\$ 1,699.36
112	GENERIC	GENERIC	4X10 FT PVC DWV SCH 40 PIPE			3	110	440	FT	3.71	\$ 408.10
113	GENERIC	GENERIC	4X10 FT PVC DWV SCH 40 PIPE			3	110	440	FT	3.71	\$ 408.10
114	GENERIC	GENERIC	1 L HARD COP PIPE 20			3	118	470	FT	6.81	\$ 746.94
115	GENERIC	GENERIC	(D) 1-1/2 SCH 80 .200W A306 BLK			3	121	483.25	FT	14.11	\$ 1,507.31
116	GENERIC	GENERIC	(D) 1-1/2 SCH 80 .200W A306 BLK			3	121	483.25	FT	14.11	\$ 1,507.31
117	GENERIC	GENERIC	1/2 X 30 FT 1 L HARD COP PIPE			3	123	490	FT	2.73	\$ 335.79
118	GENERIC	GENERIC	2 X 10 NH PIPE NH-2			3	130	520	FT	8.79	\$ 1,142.70
119	GENERIC	GENERIC	2 X 10 NH PIPE NH-2			3	130	520	FT	8.79	\$ 1,142.70
120	GENERIC	GENERIC									

147	NIBCO	600 3/4X1/2	Reducer,Wrot Copper,3/4"x1/2" Tube,Cx/C		3	38	150	EA	2.57	\$	97.66
148	NIBCO	C607 3/8	Elbow,90 Deg,Wrot Copper,3/8" Tube		3	50	200	EA	3.47	\$	173.50
149	NIBCO	607 5	Elbow,90 Deg,Wrot Copper,1/2" Tube		3	75	300	EA	1.10	\$	82.50
150	NVENT CADDY	BC260025EG	Reversible Beam Clamp: Electro-Galvanized Cast Iron, 250 lb Load Capacity, For 1/4 in Threaded Rod		3	36	142	EA	2.06	\$	74.16
151	PARKER	4BF4-B	Colorless Dry Lubricant Brass, For 1/4 in Tube OD, Compression		3	25	100	EA	1.50	\$	37.50
152	PARKER	4FF4-B	Front Ferrule: Colorless Dry Lubricant Brass, For 1/4 in Tube OD, Compression		3	25	100	EA	1.50	\$	37.50
153	POWERS	LF4480-10	Thermostatic Mixing Valve: HydroGuard LF4480, Lead Free Copper-Silicon Alloy, 4 gpm Flow Rate		3	21	81	EA	90.28	\$	1,895.88
154	SLOAN	WES150	Cleaner Cartridge,Sloan		3	21	82	EA	44.91	\$	943.11
155	SLOAN	A38A	Diaphragm Assembly,Sloan		3	25	100	EA	14.24	\$	356.00
156	SLOAN	WES150	Cleaner Cartridge: Fits Sloan Brand, For SloanTec(R), Plastic		3	30	120	EA	44.91	\$	1,347.30
157	SLOAN	A71	Inside Cover,Sloan		3	50	200	EA	6.14	\$	307.00
158	SLOAN	F2AA	Slp Joint Coupling,Sloan,PK2		3	50	200	EA	6.70	\$	335.00
159	SLOAN	A38A	Relief Valve		3	50	200	EA	14.24	\$	712.00
160	SLOAN	A71	Inside Cover		3	50	200	EA	6.14	\$	307.00
161	SLOAN	V551A	Vacuum Breaker Repair Kit		3	50	200	EA	2.13	\$	106.50
162	SLOAN	A38A	Diaphragm Assembly: Fits Sloan Brand, For Regal(R), 4.5 gpf Gallons per Flush, Rubber		3	50	200	EA	14.24	\$	712.00
163	SLOAN	A38A	Relief Valve,Sloan		3	100	400	EA	14.24	\$	1,424.00
164	SLOAN	V651A	Vacuum Breaker Repair Kit,Sloan		3	125	500	EA	2.90	\$	362.50
165	SLOAN	V551A	Vacuum Breaker Repair Kit,Sloan		3	163	650	EA	2.13	\$	347.19
166	T&S BRASS	001022-45	Bottom Gasket,Fits T&S Brass		3	25	100	EA	3.68	\$	92.00
167	VIEGA PROPPRESS	79215	ProPress adapter, 1/2" x 1/2"		3	25	100	EA	2.46	\$	61.50
168	VIEGA PROPPRESS	24000	Ball Valve: 1/2 in Pipe Size, Full, 200 psi CWP, 0° to 250°F,		3	25	100	EA	16.67	\$	416.75
169	VIEGA PROPPRESS	24000	Ball Valve: 1/2 in Pipe Size, Full, 200 psi CWP, 0° to 250°F, Lever Handle, Press		3	40	160	EA	16.67	\$	666.80
170	WATTS	DV-4-1/8	Automatic Vent Valve: Brass, Polyethylene, 1/8 in Inlet Size		3	25	100	EA	15.11	\$	377.75
171	ZSI	004T008	CushionedClampStrutMounted,Tube& 1/4in		3	25	100	EA	1.38	\$	34.50
										ANNUAL TOTAL	\$ 219,902.85

SCHEDULE B- PRICING WORKSHEET

B.2.- Discount off List

Contract No. 240000000234

PLUMBING AND PIPEFITTING SUPPLIES

Category #	Category Name	Description of Items in Category	Offered Discount off List
	AMVALVE	AMERICAN VALVE INCORPORATED VLV-American Valve 200A	42%
	ANVIL	ANVIL INTERNATIONAL GRINNELL-395 Ceiling Plate 443P	75%
	ANVIL	ANVIL INTERNATIONAL GRINNELL-395 Galv Ceiling Plt 443R	75%
	ANVILFIR	ANVIL FIRE GRUVLOK-Gruvlok SE-5	87%
	ANVILFIR	ANVIL FIRE GRUVLOK-Gruvlok FP7400	72%
	ANVILFIR	ANVIL FIRE GRUVLOK-Gruvlok 7012-7074-7450/60	81%
	ANVILFIR	ANVIL FIRE GRUVLOK-Gruvlok FP7050S-7051-7060	80%
	ANVILFIR	ANVIL FIRE GRUVLOK-Gruvlok R1 & SE12 ST1	71%
	ANVILFIR	ANVIL FIRE GRUVLOK-Gruvlok T-3 Tee	71%
	ANVILFIR	ANVIL FIRE GRUVLOK-Gruvlok C134 & E12	68%
	ANVILFIR	ANVIL FIRE GRUVLOK-Gruvlok Slidelok Coup	67%
	ANVILFIR	ANVIL FIRE GRUVLOK-Gruvlok T-1 Tee	67%
	ANVILFIR	ANVIL FIRE GRUVLOK-Gruvlok 7050DR	65%
	ANVILFIR	ANVIL FIRE GRUVLOK-Gruvlok F-2 Adpt Nipple	67%
	ANVILFIR	ANVIL FIRE GRUVLOK-Gruvlok E-3 & E-4 Elbow	61%
	ANVILFIR	ANVIL FIRE GRUVLOK-Gruvlok RC-2 Red Coupling	65%
	ANVILFIR	ANVIL FIRE GRUVLOK-Gruvlok F-3 & MT12	49%
	ANVILFIR	ANVIL FIRE GRUVLOK-Gruvlok K-1 Cap	51%
	ANVILFIR	ANVIL FIRE GRUVLOK-Gruvlok E-9 Drain Elbow	65%
	ANVILFIR	ANVIL FIRE GRUVLOK-Gruvlok Gaskets	25%
	ANVILFIR	ANVIL FIRE GRUVLOK-Gruvlok items	67%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok AN7700 BFV	64%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok AN6721 BFV	59%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok 7811 Check Vlv	81%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok Circuit Vlv	33%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok STD Ftg	65%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok 7401 Coup	72%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok 7001 Coup	69%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok 7045/7046 Mec Tee	72%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok 7000 Coup	72%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok Mech Ftg	67%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok 7012 Flg Adpt	68%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok 7005 Pln End Coup	57%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok STD PTND Ftg	72%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok Strainers	57%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok 7004 HP Coupling	72%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok 7042 Outlet Coup	56%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok 7401 2-8 Coup	72%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok Swage Nipples	60%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok Dielectric Nip	51%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok 7010 Red Coup	72%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok 7305/7307 HDPE Cp	56%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok 74 Slidelok Cplg	72%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok SS Cplg	53%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok Hinglok Cplg	65%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok 7788 Flg Adpt	71%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok Coup 14" & up	72%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok Cop Ftgs	65%
	ANVILMEC	ANVIL MECHANICAL GROOVED-Gruvlok Copper Coupling	65%
	AOSMITH	AO SMITH WATER PRODUCTS COMPANY-Nat Gas Res 541A	11%
	AOSMITH	AO SMITH WATER PRODUCTS COMPANY-LP Gas Res 541D	11%
	AOSMITH	AO SMITH WATER PRODUCTS COMPANY-Electric Res 541G	11%
	AOSMITH	AO SMITH WATER PRODUCTS COMPANY-Nat Gas Com 541K	11%
	AOSMITH	AO SMITH WATER PRODUCTS COMPANY-A.O. Smith Parts 541O	33%

BELGGOSS	BELL & GOSSETT XYLEM-Deppmann	32%
BELGGOSS	BELL & GOSSETT XYLEM-Deppmann	29%
BELGGOSS	BELL & GOSSETT XYLEM-Deppmann	16%
BELGGOSS	BELL & GOSSETT XYLEM-Deppmann	21%
BELGGOSS	BELL & GOSSETT XYLEM-Deppmann	32%
BELGGOSS	BELL & GOSSETT XYLEM-B&G Parts 521G	23%
BELGGOSS	BELL & GOSSETT XYLEM-Deppmann	23%
BELGGOSS	BELL & GOSSETT XYLEM-Deppmann	21%
BELGGOSS	BELL & GOSSETT XYLEM-Deppmann	16%
BELGGOSS	BELL & GOSSETT XYLEM-Deppmann	9%
BELGGOSS	BELL & GOSSETT XYLEM-Deppmann Circuit Setters	47%
BONNEYFO	BONNEY FORGE CORPORATION-CONBRACO FS 201M	45%
CADDYCLI	ERICO PRODUCTS - CADDY / ERISTRUT-PFC MA Product	16%
CASHACME	CASH ACME RELIANCE WORLDWIDE-Cash Acme 297I	44%
COUPFERN	FERNCO INC NO HUB COUPLING-Fernco Couplings 345A	75%
COUPFERN	FERNCO INC NO HUB COUPLING-Band Seal End Cap 345B	68%
COUPFERN	FERNCO INC NO HUB COUPLING-Flex-Seal Cplg 345C	19%
COUPFERN	FERNCO INC NO HUB COUPLING-Fernco Proflex 345D	20%
COUPNOHD	NO HUB DOMESTIC COUPLING-No Hub Hvy Duty Coup 344F	59%
COUPNOHD	NO HUB DOMESTIC COUPLING-Service Weight 344G	52%
COUPNOHI	NO HUB IMPORT COUPLING-I No Hub Hv Dty Coup 344I	80%
COUPPREPR	REPAIR COUPLING-Morris Coupling 357D	13%
DELTROL	DELTROL COPRORATION-Deltrol 295A	17%
EBINGERM	EBINGER MANUFACTURING CO-EMC COP Tube Strap	29%
EBINGERM	EBINGER MANUFACTURING CO-EMC GALV Pipe Strap	85%
EBINGERM	EBINGER MANUFACTURING CO-Surefire 579N	29%
EBINGERM	EBINGER MANUFACTURING CO-Channellock 579W	29%
EBINGERM	EBINGER MANUFACTURING CO-Dont Use; Product TBA	27%
ESSEXVLV	ESSEX BRASS CORPORATION VALVE VLV-Essex Valve 212A	44%
FEBCOWAT	FEBCO WATTS WATER TECHNOLOGIES-Febco 297C	33%
FEDERALP	FEDERAL PROCESS SEALANT GASOILA-Gasoila 509O	5%
FLGCSDWL	CS DOMESTIC WELD FLANGE-D Weld Flg 150 302A	25%
FLGCSDWL	CS DOMESTIC WELD FLANGE-D Wld Fl 150 2-1/2-8 302B	49%
FLGCSDWL	CS DOMESTIC WELD FLANGE-D Weld Flg 300 302D	49%
FLGCSDWL	CS DOMESTIC WELD FLANGE-Flange Protectors 302F	39%
FLGCSDWL	CS DOMESTIC WELD FLANGE-D Weld Flg 600 & Up 302G	49%
FLGCSIWL	CS IMPORT WELD FLANGE-I Weld Flg 150 303A	59%
FLGCSIWL	CS IMPORT WELD FLANGE-I Wld Fl 150 2-1/2-8 303B	65%
FLGCSIWL	CS IMPORT WELD FLANGE-I Weld Flg 14 & Up 303C	60%
FLGCSIWL	CS IMPORT WELD FLANGE-I Weld Flg 300 303D	65%
FLGCSIWL	CS IMPORT WELD FLANGE-I Wld Flg 2^ & down 150#	65%
FLGCSIWL	CS IMPORT WELD FLANGE-I Wld Flg 2^ & down 300#	65%
FLGCSIWL	CS IMPORT WELD FLANGE-I Weld Flg 600 & Up 303G	60%
FLGCSIWL	CS IMPORT WELD FLANGE-FS Ftg 303M	49%
FLGSSDW	SS DOMESTIC FLANGE-D T304 Weld Flg 150 314A	23%
FLGSSDW	SS DOMESTIC FLANGE-D T304 Wld Plate Flg 314D	23%
FLGSSDW	SS DOMESTIC FLANGE-D T304 Weld Flg 300 314E	23%
FLGSSDW	SS DOMESTIC FLANGE-D T316 Weld Flg 150 314H	23%
FLGSSDW	SS DOMESTIC FLANGE-D T316 Weld Flg 300 314K	23%
FLGSSI	SS IMPORT FLANGE-I T304 Weld ANSI 150 315A	11%
FLGSSI	SS IMPORT FLANGE-I T304 Weld MSS 150 315B	13%
FLGSSI	SS IMPORT FLANGE-I T304 Weld Neck Flg 315C	24%
FLGSSI	SS IMPORT FLANGE-I T316 Weld ANSI 150 315G	11%
FLGSSI	SS IMPORT FLANGE-I T316 Weld ANSI 300 315L	11%
FLGSSI	SS IMPORT FLANGE-I T316 Weld SCH 10 315M	24%
FTGBKMID	BLACK MI DOMESTIC FITTING FTG-D Blk Mal 150 330A	76%
FTGBKMID	BLACK MI DOMESTIC FITTING FTG-D Blk Mal 150 1/2-2 330B	76%
FTGBKMID	BLACK MI DOMESTIC FITTING FTG-D Blk Coup 150 Steel 330C	13%
FTGBKMID	BLACK MI DOMESTIC FITTING FTG-D Blk Mal 250 Union 330D	76%
FTGBKMID	BLACK MI DOMESTIC FITTING FTG-D Blk Steel 330E	76%
FTGBKMID	BLACK MI DOMESTIC FITTING FTG-D Blk Mal 300 330M	76%
FTGBKMID	BLACK MI DOMESTIC FITTING FTG-D Blk Mal Dart Union 330P	76%
FTGBKMID	BLACK MI DOMESTIC FITTING FTG-D Blk Coup 300 330Q	13%
FTGBKMID	BLACK MI DOMESTIC FITTING FTG-D Blk Taper Coup 330R	13%

FTGBKMID	BLACK MI DOMESTIC FITTING FTG-D Blk Flush Seal 330S	75%
FTGBKMID	BLACK MI DOMESTIC FITTING FTG-Union Elbow 330U	53%
FTGBKMII	BLACK MI IMPORT FITTING FTG-I Blk Mal 150 331A	93%
FTGBKMII	BLACK MI IMPORT FITTING FTG-I Blk Mal 150 1/2-2 331B	93%
FTGBKMII	BLACK MI IMPORT FITTING FTG-I Blk Coup 150 Steel 331C	59%
FTGBKMII	BLACK MI IMPORT FITTING FTG-I Blk Steel 331E	93%
FTGBKMII	BLACK MI IMPORT FITTING FTG-I Blk Mal 300 331M	25%
FTGBKMII	BLACK MI IMPORT FITTING FTG-I Blk Coup 300 331Q	25%
FTGBRASS	BRASS FITTING FTG-Brass THD Ftg 353A	47%
FTGBRASS	BRASS FITTING FTG-Brass Fitting 353B	53%
FTGBRASS	BRASS FITTING FTG-Brass CTSK Plug 353D	76%
FTGBRASS	BRASS FITTING FTG-Chrome Plated THD 353G	81%
FTGBRASS	BRASS FITTING FTG-Brass Plug & Bush 353I	65%
FTGBRASS	BRASS FITTING FTG-Brass Barstock 353J	47%
FTGBRASS	BRASS FITTING FTG-Dom Brass Lead Free ftgs	81%
FTGBRASS	BRASS FITTING FTG-Brass NIP 353M	95%
FTGBRASS	BRASS FITTING FTG-Chr Pltd NIP 3/8&1/ 353R	87%
FTGBRASS	BRASS FITTING FTG-Chr Pltd NIP >1/2 353S	81%
FTGBRASS	BRASS FITTING FTG-Brass Cleanout Plug 353T	32%
FTGCIFLD	CI FLANGED DOMESTIC FITTING FTG-D CI Flg 342A	75%
FTGCIFLD	CI FLANGED DOMESTIC FITTING FTG-D CI Flg 250 342D	75%
FTGCIFLD	CI FLANGED DOMESTIC FITTING FTG-CI Drip Pan 90 342F	12%
FTGCIFLD	CI FLANGED DOMESTIC FITTING FTG-D CI Galv Flg 342G	75%
FTGCIFLI	CI FLANGED IMPORT FITTING FTG-I CI Flg 343A	37%
FTGCIFLI	CI FLANGED IMPORT FITTING FTG-I CI Flg 343B	19%
FTGCIFLI	CI FLANGED IMPORT FITTING FTG-I CI Flg 343C	79%
FTGCIFLI	CI FLANGED IMPORT FITTING FTG-I CI Galv Flg 343G	79%
FTGCITHD	CI THREADED DOMESTIC FITTING FTG-D CI THD 340A	76%
FTGCITHD	CI THREADED DOMESTIC FITTING FTG-D CI THD 250 340E	76%
FTGCITHD	CI THREADED DOMESTIC FITTING FTG-D CI GALV THD 340H	76%
FTGCITHD	CI THREADED DOMESTIC FITTING FTG-Double Tap Bushings 340M	25%
FTGCITHI	CI THREADED IMPORT FITTING FTG-I CI THD Ftg 341A	88%
FTGCMFPL	BRS COMPRESSION / FLARE FITTING FTG-Brass Compression 355A	45%
FTGCMFPL	BRS COMPRESSION / FLARE FITTING FTG-Poly Compression 355D	4%
FTGCMFPL	BRS COMPRESSION / FLARE FITTING FTG-AMC Ftgs 355F	47%
FTGCMFPL	BRS COMPRESSION / FLARE FITTING FTG-Dekorion 355G	7%
FTGCMFPL	BRS COMPRESSION / FLARE FITTING FTG-Misc Comp/FI Ftg 355M	47%
FTGCMFPL	BRS COMPRESSION / FLARE FITTING FTG-Comp Tube FI SS Ftg 356A	37%
FTGCOPER	COPPER FITTING FTG-Copper Solder Ftg 350A	86%
FTGCOPER	COPPER FITTING FTG-Cop Swt Ftg 1/2-2 350B	86%
FTGCOPER	COPPER FITTING FTG-Copper Clean & Bggd 350E	86%
FTGCOPER	COPPER FITTING FTG-Copper Companion Flg 350H	86%
FTGCOPER	COPPER FITTING FTG-Nibco 672 2-PC COP Flgs	52%
FTGCOPPP	PROPRESS COPPER FITTING FTG-Pro Press Ftg 351A	47%
FTGCOPPP	PROPRESS COPPER FITTING FTG-Propress / Propress G	47%
FTGCPVC	CPVC FITTING FTG-CPVC NIP 320K	72%
FTGCPVC	CPVC FITTING FTG-CPVC Sch80 NIP 320L	72%
FTGCPVC	CPVC FITTING FTG-Nibco PVC/CPVC ftgs	83%
FTGCSDWL	CS DOMESTIC WELD FITTING FTG-D Weld STD 300A	49%
FTGCSDWL	CS DOMESTIC WELD FITTING FTG-D Weld STD 2-1/2 - 8 300B	49%
FTGCSDWL	CS DOMESTIC WELD FITTING FTG-D Weld XH 300D	49%
FTGCSDWL	CS DOMESTIC WELD FITTING FTG-Backing Ring 300G	47%
FTGCSDWL	CS DOMESTIC WELD FITTING FTG-Split Ring 300H	47%
FTGCSDWL	CS DOMESTIC WELD FITTING FTG-Backing Ring SS 300K	47%
FTGCSIWL	CS IMPORT WELD FITTING FTG-I Weld STD 301A	83%
FTGCSIWL	CS IMPORT WELD FITTING FTG-I Weld STD 2-1/2 - 8 301B	83%
FTGCSIWL	CS IMPORT WELD FITTING FTG-I Weld STD 14 & UP 301C	81%
FTGCSIWL	CS IMPORT WELD FITTING FTG-I Weld XH 301D	83%
FTGCSIWL	CS IMPORT WELD FITTING FTG-I Weld STD/XH 3-12 301E	61%
FTGCSIWL	CS IMPORT WELD FITTING FTG-I Low Phos Weld Ftg 301L	33%
FTGDIRON	DUCTILE IRON FITTING FTG-Ductile Iron Ftg 346A	81%
FTGDIRON	DUCTILE IRON FITTING FTG-Ductile Iron Anvil 346C	91%
FTGFSD	FS DOMESTIC FITTING FTG-D FS 2M THD 304A	85%
FTGFSD	FS DOMESTIC FITTING FTG-D FS 3M THD 304C	45%

FTGFSD	FS DOMESTIC FITTING FTG-Bull Plug 304E	80%
FTGFSD	FS DOMESTIC FITTING FTG-Rockwood Union 304F	15%
FTGFSD	FS DOMESTIC FITTING FTG-Tank Flg 304H	43%
FTGFSD	FS DOMESTIC FITTING FTG-D FS 3M THD Union 304I	52%
FTGFSD	FS DOMESTIC FITTING FTG-D FS 3M SW 304M	85%
FTGFSD	FS DOMESTIC FITTING FTG-Magnetic Plug 304P	76%
FTGFSD	FS DOMESTIC FITTING FTG-D FS 6M THD 304R	85%
FTGFSD	FS DOMESTIC FITTING FTG-D FS 6M SW 304T	77%
FTGFSGD	FS GALV DOMESTIC FITTING FTG-D FS 3M THD Galv 306C	73%
FTGFSI	FS IMPORT FITTING FTG-I FS 2M THD 305A	88%
FTGFSI	FS IMPORT FITTING FTG-I FS 3M THD 305D	88%
FTGFSI	FS IMPORT FITTING FTG-I FS 3M SW 305G	88%
FTGGLMID	GALV MI DOMESTIC FITTING FTG-D Galv Mal 150 332A	47%
FTGGLMID	GALV MI DOMESTIC FITTING FTG-D Galv Coup Steel 332C	13%
FTGGLMID	GALV MI DOMESTIC FITTING FTG-D Galv Steel 332D	76%
FTGGLMID	GALV MI DOMESTIC FITTING FTG-D Galv Mal 250 Union 332F	76%
FTGGLMID	GALV MI DOMESTIC FITTING FTG-D Galv Mal 300 332M	76%
FTGGLMID	GALV MI DOMESTIC FITTING FTG-Mushroom Vent Caps 332O	17%
FTGGLMII	GALV MI IMPORT FITTING FTG-I Galv Mal 150 333A	93%
FTGGLMII	GALV MI IMPORT FITTING FTG-I Galv Coup Steel 333C	59%
FTGGLMII	GALV MI IMPORT FITTING FTG-I Galv Steel 333D	93%
FTGNOHUB	NO HUB FITTING FTG-No Hub Band Cplgs-1167	81%
FTGNOHUB	NO HUB FITTING FTG-No Hub Ftgs Special 344B	56%
FTGNOHUB	NO HUB FITTING FTG-C. S. Osborne 344M	15%
FTGNOHUB	NO HUB FITTING FTG-No Hub Ftgs-41	37%
FTGPEX	PEX FITTINGS / VALVES-Brass Pex Ftgs	36%
FTGPEX	PEX FITTINGS / VALVES-Radiant Heating Ftgs	37%
FTGPEX	PEX FITTINGS / VALVES-Crimp Tools & Cutters	31%
FTGPEX	PEX FITTINGS / VALVES-Ftg Pex Press	37%
FTGPPMGP	PROPRESS MEGAPRESS FITTING FTG-Megapress Ftgs	47%
FTGPPMGP	PROPRESS MEGAPRESS FITTING FTG-Megapress SS Fittings	47%
FTGPPMGP	PROPRESS MEGAPRESS FITTING FTG-Megapress - Grp 16	47%
FTGPPMGP	PROPRESS MEGAPRESS FITTING FTG-MegaPress SS Ftgs	47%
FTGPROPR	PROPRESS PRESFIT FITTING FTG-ProPress SS Ftgs 376H	47%
FTGPROPR	PROPRESS PRESFIT FITTING FTG-SS Ftg Propress	47%
FTGPVC40	PVC SCH 40 FITTING FTG-PVC S40 SOC 323A	51%
FTGPVC80	PVC SCH 80 FITTING FTG-PVC S80 SOC 323G	83%
FTGPVC80	PVC SCH 80 FITTING FTG-PVC S80 SOC Lg Dia 323I	27%
FTGPVC80	PVC SCH 80 FITTING FTG-PVC S80 THD 323M	83%
FTGPVC80	PVC SCH 80 FITTING FTG-PVC S80 THD Tank Adp 323O	29%
FTGPVC80	PVC SCH 80 FITTING FTG-PVC S80 NIP 323R	55%
FTGPVC80	PVC SCH 80 FITTING FTG-Nibco PVC/CPVC ftgs	83%
FTGPVCDW	PVC DWV FITTING FTG-PVC DWV 321A	27%
FTGPVCDW	PVC DWV FITTING FTG-PVC DWV Fabricated 321G	71%
FTGPVCDW	PVC DWV FITTING FTG-Glue On Nozzle 321J	7%
FTGPVCDW	PVC DWV FITTING FTG-PVC DWV S 30 321O	65%
FTGSSDST	SS DOMESTIC THRD / SW FITTING FTG-D T304 THD 150 310A	49%
FTGSSDST	SS DOMESTIC THRD / SW FITTING FTG-D T304 THD 3000 310D	61%
FTGSSDST	SS DOMESTIC THRD / SW FITTING FTG-D T304 SW 150 310G	71%
FTGSSDST	SS DOMESTIC THRD / SW FITTING FTG-D T304 SW 3000 310H	72%
FTGSSDST	SS DOMESTIC THRD / SW FITTING FTG-D T316 THD 150 310M	63%
FTGSSDST	SS DOMESTIC THRD / SW FITTING FTG-D T316 THD 3000 310P	72%
FTGSSDST	SS DOMESTIC THRD / SW FITTING FTG-D T316 SW 3000 310R	72%
FTGSSDW	SS DOMESTIC WELD FITTING FTG-D T304 S5 Weld 312A	16%
FTGSSDW	SS DOMESTIC WELD FITTING FTG-D T304 S10 Weld 312D	33%
FTGSSDW	SS DOMESTIC WELD FITTING FTG-D T304 S40 Weld 312G	33%
FTGSSDW	SS DOMESTIC WELD FITTING FTG-D T304 S40 Stub End 312I	33%
FTGSSDW	SS DOMESTIC WELD FITTING FTG-D T316 S5 Weld 312M	16%
FTGSSDW	SS DOMESTIC WELD FITTING FTG-D T316 Weld LT 312O	49%
FTGSSDW	SS DOMESTIC WELD FITTING FTG-D T316 S10 Weld 312P	33%
FTGSSDW	SS DOMESTIC WELD FITTING FTG-D T316 S40 Weld 312R	33%
FTGSSDW	SS DOMESTIC WELD FITTING FTG-D T316 W-O-L 312T	53%
FTGSSDW	SS DOMESTIC WELD FITTING FTG-D T316 T-O-L 312U	49%
FTGSSIST	SS IMPORT THRD / SW FITTING FTG-I T304 THD 150 311A	84%

FTGSSIST	SS IMPORT THRD / SW FITTING FTG-I T304 THD 3000 311D	84%
FTGSSIST	SS IMPORT THRD / SW FITTING FTG-I T304 SW 3000 311E	84%
FTGSSIST	SS IMPORT THRD / SW FITTING FTG-I T316 THD 150 311G	76%
FTGSSIST	SS IMPORT THRD / SW FITTING FTG-I T316 SW 3000 311H	84%
FTGSSIST	SS IMPORT THRD / SW FITTING FTG-I T316 Barstock 311L	49%
FTGSSIST	SS IMPORT THRD / SW FITTING FTG-I T316 SW 150 311M	81%
FTGSSIW	SS IMPORT WELD FITTING FTG-I T304 S10 Weld 313A	75%
FTGSSIW	SS IMPORT WELD FITTING FTG-I T304 S10 Wld Lg DI 313B	75%
FTGSSIW	SS IMPORT WELD FITTING FTG-I T304 S10 Stub End 313D	75%
FTGSSIW	SS IMPORT WELD FITTING FTG-I T304 S40 Weld 313G	75%
FTGSSIW	SS IMPORT WELD FITTING FTG-I T304 Stub End A 313I	67%
FTGSSIW	SS IMPORT WELD FITTING FTG-I SS SR 90 & > 6 313J	75%
FTGSSIW	SS IMPORT WELD FITTING FTG-I T316 S10 Weld 313K	75%
FTGSSIW	SS IMPORT WELD FITTING FTG-I T316 Stub End C 313M	75%
FTGSSIW	SS IMPORT WELD FITTING FTG-I T316 S40 Weld 313P	75%
FTGSSIW	SS IMPORT WELD FITTING FTG-I T316 Stub End A 313S	67%
FTGWELDD	DOMESTIC WELD FITTING FTG-I CS Plate Flg 320S	44%
HAYGASCK	HAYS GAS COCK VALVE AY MCDONALD VLV-Hays Gas Cocks 226A	31%
HAYGASCK	HAYS GAS COCK VALVE AY MCDONALD VLV-Hays Sq Head Steam 226C	31%
HAYWARD	HAYWARD VALVE FLOW CONTROL VLV-Hayward BV 228A	65%
HAYWARD	HAYWARD VALVE FLOW CONTROL VLV-Hayward CKV 228B	67%
HAYWARD	HAYWARD VALVE FLOW CONTROL VLV-Hayward Needle 228C	29%
HAYWARD	HAYWARD VALVE FLOW CONTROL VLV-Hayward BFV 228D	29%
HAYWARD	HAYWARD VALVE FLOW CONTROL VLV-Hayward Strainer 228E	29%
HAYWARD	HAYWARD VALVE FLOW CONTROL VLV-Hayward Parts 228F	29%
HAYWARD	HAYWARD VALVE FLOW CONTROL VLV-Hayward	8%
HNGRBCLP	HANGERS / BEAM CLAMPS-Clevis & Riser Clamp 460A	29%
HNGRBCLP	HANGERS / BEAM CLAMPS-C-Clamp Stl Pressed 460B	72%
HNGRBCLP	HANGERS / BEAM CLAMPS-Dbl Bolt Clamp & Att 460C	72%
HNGRBCLP	HANGERS / BEAM CLAMPS-Beam Clamp Top 460D	69%
HNGRBCLP	HANGERS / BEAM CLAMPS-Swivel Hanger 1 - 2 460E	72%
HNGRBCLP	HANGERS / BEAM CLAMPS-C-Clamp 460F	69%
HNGRBCLP	HANGERS / BEAM CLAMPS-Welded Beam Att 460G	65%
HNGRBCLP	HANGERS / BEAM CLAMPS-Beam Clamp Cntr Load 460H	75%
HNGRBCLP	HANGERS / BEAM CLAMPS-Split Ring Hngr 460I	73%
HNGRBCLP	HANGERS / BEAM CLAMPS-U-Bolts W/4 Nuts 460J	71%
HNGRBCLP	HANGERS / BEAM CLAMPS-Clevis & Riser Clamp 460K	76%
HNGRBCLP	HANGERS / BEAM CLAMPS-Misc Blk Hanger 460L	7%
HNGRBCLP	HANGERS / BEAM CLAMPS-Coach Screw 460M	85%
HNGRBCLP	HANGERS / BEAM CLAMPS-Misc Plated Hanger 460N	29%
HNGRBCLP	HANGERS / BEAM CLAMPS-Cop Hanger 460O	72%
HNGRBCLP	HANGERS / BEAM CLAMPS-Misc SS & Plstc Hngr 460Q	7%
HNGRBCLP	HANGERS / BEAM CLAMPS-Clevis Blk & Glv >12 460R	75%
HNGRBCLP	HANGERS / BEAM CLAMPS-Rod Coup ZP & Blk 460T	73%
HNGRBCLP	HANGERS / BEAM CLAMPS-Yoke & Sngl Pipe RI 460U	76%
HNGRBCLP	HANGERS / BEAM CLAMPS-Pipe Saddle 460V	77%
HNGRBCLP	HANGERS / BEAM CLAMPS-Conduit Clamp 460W	17%
HNGRBCLP	HANGERS / BEAM CLAMPS-Microfix Pipe Clamp 460X	60%
HNGRBCLP	HANGERS / BEAM CLAMPS-Tear Drop SS Hanger 460Z	44%
HNGRBCLP	HANGERS / BEAM CLAMPS-Pipe Support 466A	44%
HNGRBCLP	HANGERS / BEAM CLAMPS-#112 Ftg 466D	75%
HNGRBCLP	HANGERS / BEAM CLAMPS-Pipe Pier Supports 467S	20%
IPEXUSA	IPEX USA LLC-ENFIELD Product 126A	28%
IPSCORP	IPS CEMENTS & PRIMERS WELD-ON-IPS Cements & Primer 501I	45%
IPSCORP	IPS CEMENTS & PRIMERS WELD-ON-Keytie Chemical 502A	49%
JOMARVLV	JOMAR VALVE VLV-Jomar Brass BV	44%
JOMARVLV	JOMAR VALVE VLV-Jomar JF100T/S Vlv	37%
JOMARVLV	JOMAR VALVE VLV-Jomar Checks/Auto/Addavlv	25%
JOMARVLV	JOMAR VALVE VLV-Jomar Terminator G	16%
JONESSTE	JONES STEPHENS PLUMBING PRODUCTS-Jones Stephens 549G	32%
JONESSTE	JONES STEPHENS PLUMBING PRODUCTS-Jones Stephens Specialty	33%
JONESSTE	JONES STEPHENS PLUMBING PRODUCTS-Jones Repair & Testing	29%
JONESSTE	JONES STEPHENS PLUMBING PRODUCTS-Jones WROT Cop Press	84%
JONESSTE	JONES STEPHENS PLUMBING PRODUCTS-Jones Stephens Brass	52%

JONESSTE	JONES STEPHENS PLUMBING PRODUCTS-Jones Stephens Plastic	37%
JONESSTE	JONES STEPHENS PLUMBING PRODUCTS-Jones Stephens Cast Iron	37%
JONESSTE	JONES STEPHENS PLUMBING PRODUCTS-Jones Stephens Tools	37%
JONESSTE	JONES STEPHENS PLUMBING PRODUCTS-Jones Stephens MRO Prod	32%
JONESSTE	JONES STEPHENS PLUMBING PRODUCTS-Jones Stephen Sheet Metal	37%
JONESSTE	JONES STEPHENS PLUMBING PRODUCTS-Jones Stephens Tubular	61%
JONESSTE	JONES STEPHENS PLUMBING PRODUCTS-Jones Imp NH Coup	80%
KECKLEY	KECKLEY COMPANY-KECKLEY CHECK VALVES	63%
KECKLEY	KECKLEY COMPANY-KECKLEY DOM CI Y-STRAINER	57%
KECKLEY	KECKLEY COMPANY-KECKLEY DOM Y-STRAINERS	48%
KECKLEY	KECKLEY COMPANY-KECKLEY IMP BSKT STRAINER	67%
KECKLEY	KECKLEY COMPANY-KECKLEY IMP Y-STRAIN CB	60%
KECKLEY	KECKLEY COMPANY-KECKLEY IMP Y-STRN CS/SS	69%
KECKLEY	KECKLEY COMPANY-KECKLEY	63%
KECKLEY	KECKLEY COMPANY-KECKLEY PARTS	3%
KECKLEY	KECKLEY COMPANY-KECKLEY TRIPLE DUTY VALVE	57%
LACOINDU	LACO COMPOUNDS AND TAPE-Laco Compounds 503A	39%
LACOINDU	LACO COMPOUNDS AND TAPE-Laco Teflon Tape 503D	33%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Bronze - Gate vlv	69%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Bronze - Check vlv	69%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Butterball	44%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Hammond 222C	43%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Fire Protect Slo Clo	44%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Slow Close Access	44%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Petro	37%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw 509Y / 515Y vlv	69%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw UP Gate/Globe/Lift	76%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw UPBA-475B/485B	85%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw UP667/668/967/968	79%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw UP Swing Check vlv	76%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw UPBA-300/350 Series	76%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw UPBA-100/150 Series	76%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw UPBA-400/450 Series	76%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw UPBA-480/490	80%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw BA100/150 Series	68%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw BA-200/250 Series	63%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw BAL-CS 10/20/41/54	71%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Ball - SS 20 Series	71%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Ball - Bronze 3pc	68%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Ball - CS/SS 30/35	64%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Ball CS/SS F90/91	71%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw BA400/450 Series	68%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Ultra Press	49%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Ball Bronze 20 Serie	68%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw TIH-Therm Insul Hndl	68%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw BA-475/485 Series	65%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Access Only BA100/15	68%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Access Only BA200/25	44%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Access Only 10/20/22	71%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw BFLY M/H/O/U CI Smal	55%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw B-Fly M-Series DI Sm	63%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw B-Fly M-Series DI LG	63%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Butterfly ^C^ vlv	55%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw HP Butterfly -small	79%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Actuation	17%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw B-Fly H-Series DI	63%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw B-Fly M-Series CI LG	55%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Access Oper & Liner	63%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw HP Butterfly Assy US	65%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw HP Butterfly Large	79%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw HP B-Fly Access	79%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Iron - USA Assembled	71%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Iron - Fire Protect	61%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Repl Parts M & A Irr	63%

MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Iron - Off Shore	76%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Silent Checks	71%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Iron Swng CK Intl	76%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Iron Swng CK US	71%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Cast Steel	79%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw Cast Steel SWNG CK	79%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Hammond Gates/Checks	81%
MILWVALV	MILWAUKEE VALVE BV BFY VLV-Milw PM01 & PM11 & LF	65%
NIPCSDOM	CS DOMESTIC NIPPLES-D NIP Galv Single Pk 380R	87%
NIPCSDOM	CS DOMESTIC NIPPLES-D NIP Galv GRV 380W	67%
NIPCSDOM	CS DOMESTIC NIPPLES-D NIP Blk STD 382A	60%
NIPCSDOM	CS DOMESTIC NIPPLES-D NIP Blk STD 1/2-2 382B	77%
NIPCSDOM	CS DOMESTIC NIPPLES-D NIP Blk Six Pk STD 382D	77%
NIPCSDOM	CS DOMESTIC NIPPLES-D NIP Blk Sngl Pk ST 382E	77%
NIPCSDOM	CS DOMESTIC NIPPLES-D NIP Blk XH 382F	77%
NIPCSDOM	CS DOMESTIC NIPPLES-D NIP Blk Six Pk XH 382H	77%
NIPCSDOM	CS DOMESTIC NIPPLES-D NIP Blk Sngl Pk XH 382I	77%
NIPCSDOM	CS DOMESTIC NIPPLES-D NIP Blk S80 SMLS 382J	93%
NIPCSDOM	CS DOMESTIC NIPPLES-D NIP Blk S160 SMLS 382L	93%
NIPCSDOM	CS DOMESTIC NIPPLES-D NIP Galv STD 382N	77%
NIPCSDOM	CS DOMESTIC NIPPLES-D NIP Glv Six Pk STD 382Q	77%
NIPCSDOM	CS DOMESTIC NIPPLES-D NIP Glv Single Pk 382R	77%
NIPCSDOM	CS DOMESTIC NIPPLES-D NIP Galv XH 382S	77%
NIPCSDOM	CS DOMESTIC NIPPLES-D NIP Galv S80 SMLS 382T	91%
NIPCSIMP	CS IMPORT NIPPLES-I NIP Blk STD 380A	56%
NIPCSIMP	CS IMPORT NIPPLES-I NIP Blk STD 1/2-2 380B	87%
NIPCSIMP	CS IMPORT NIPPLES-I NIP Blk Six Pack 380D	87%
NIPCSIMP	CS IMPORT NIPPLES-I NIP Blk Single Pk 380E	87%
NIPCSIMP	CS IMPORT NIPPLES-I NIP Blk XH 380F	68%
NIPCSIMP	CS IMPORT NIPPLES-I NIP Blk Six Pk XH 380H	77%
NIPCSIMP	CS IMPORT NIPPLES-I NIP Blk Sngl Pk XH 380I	87%
NIPCSIMP	CS IMPORT NIPPLES-I NIP Blk S80 SMLS 380J	95%
NIPCSIMP	CS IMPORT NIPPLES-I NIP Galv STD 380N	87%
NIPCSIMP	CS IMPORT NIPPLES-I NIP Glv Six Pk STD 380Q	79%
NIPSSDOM	SS DOMESTIC NIPPLES-D NIP T304 SS S40 386A	97%
NIPSSDOM	SS DOMESTIC NIPPLES-D NIP T304 SS S80 386D	97%
NIPSSDOM	SS DOMESTIC NIPPLES-D NIP T304 SS S80 386G	97%
NIPSSDOM	SS DOMESTIC NIPPLES-D NIP T304 SS Misc 386J	97%
NIPSSDOM	SS DOMESTIC NIPPLES-D NIP T316 SS S40 386M	97%
NIPSSDOM	SS DOMESTIC NIPPLES-D NIP T316 SS S40 386P	97%
NIPSSDOM	SS DOMESTIC NIPPLES-D NIP T316 SS S80 386S	97%
NIPSSDOM	SS DOMESTIC NIPPLES-D NIP T316 SS S160 386T	95%
NIPSSDOM	SS DOMESTIC NIPPLES-D NIP T316 SS Misc 386V	97%
NIPSSDOM	SS DOMESTIC NIPPLES-I NIP T316 SS S80 388P	97%
NIPSWAGE	SWAGE NIPPLES-NIP Swage 384A	75%
NIPSWAGE	SWAGE NIPPLES-NIP Swage Mills 384C	65%
OATEYCOM	OATEY COMPANY-Hercules/Oatey Chem 500A	39%
OLETCS D	CS DOMESTIC O-LETS-Grooveolet 308D	60%
OLETCS D P	CS DOMESTIC O-LETS-Pipeolet 308A	57%
OLETCSI	CS IMPORT O-LETS-I Pipeolet 309A	83%
OLETCSI	CS IMPORT O-LETS-I Grooveolet < 2-1/2 309D	80%
OLETCSI	CS IMPORT O-LETS-I Grooveolet > 2 309E	80%
OLETFS	FS O-LETS-Threadolet 308B	64%
OLETFS	FS O-LETS-Weldolet 308C	48%
OLETFS	FS O-LETS-Socolet 308F	61%
OLETFS	FS O-LETS-Elbolet 308R	64%
PIPEBRS	BRASS PIPE-Brass Pipe 144A	95%
PIPECOPP	COPPER PIPE-Copper Type M 140A	52%
PIPECOPP	COPPER PIPE-Copper L 1/2 - 2 140B	52%
PIPECOPP	COPPER PIPE-Copper Type K 140C	52%
PIPECOPP	COPPER PIPE-Copper Type L Soft 140D	52%
PIPECOPP	COPPER PIPE-Copper Type K Soft 140E	52%
PIPECOPP	COPPER PIPE-Copper Type K C & C 140F	52%
PIPECOPP	COPPER PIPE-Copper ACR 140G	52%

PIPECOPP	COPPER PIPE-Copper Control 140H	54%
PIPECOPP	COPPER PIPE-Copper L <1/2 & >2 140I	52%
PIPECOPP	COPPER PIPE-Copper L Grooved 140J	52%
PIPECOPP	COPPER PIPE-Copper Refrig Pipe 142A	52%
PIPECS80	CPVC SCH 80 PLASTIC PIPE-Plstc CPVC S80 Pipe 123A	65%
PIPECS80	CPVC SCH 80 PLASTIC PIPE-CPVC CTS 10FT 123D	41%
PIPEDCW	DOMESTIC CS CW PIPE-D CW BLK T&C 1/2 - 2 100A	80%
PIPEDCW	DOMESTIC CS CW PIPE-D CW GAL T&C 1/2 - 2 100B	80%
PIPEDCW	DOMESTIC CS CW PIPE-D CW BLK PE <=2 100C	44%
PIPEDCW	DOMESTIC CS CW PIPE-D CW BLK PE XH 100D	80%
PIPEDCW	DOMESTIC CS CW PIPE-D CW GAL PE 100E	80%
PIPEDCW	DOMESTIC CS CW PIPE-D CW GAL PE XH 100F	80%
PIPEDCW	DOMESTIC CS CW PIPE-D CW TBE 10 FT 100G	80%
PIPEDCW	DOMESTIC CS CW PIPE-D CW BLK ROLL GRV 100H	80%
PIPEDCW	DOMESTIC CS CW PIPE-D CW GAL CUT GRV 100I	80%
PIPEDCW	DOMESTIC CS CW PIPE-D CW FUSION BOND PE 100K	80%
PIPEDCW	DOMESTIC CS CW PIPE-D CW BLK PE >2 100L	80%
PIPEDCW	DOMESTIC CS CW PIPE-D CW BLK T&C <1/2 >2 100M	80%
PIPEDCW	DOMESTIC CS CW PIPE-D CW GAL T&C <1/2 >2 100N	76%
PIPEDERW	DOMESTIC CS ERW PIPE-D ERW BLK PE 102A	73%
PIPEDERW	DOMESTIC CS ERW PIPE-D ERW GAL PE 102B	73%
PIPEDERW	DOMESTIC CS ERW PIPE-D ERW BLK ROLL GRV 102C	79%
PIPEDERW	DOMESTIC CS ERW PIPE-D ERW GAL CUT GRV 102D	79%
PIPEDERW	DOMESTIC CS ERW PIPE-D ERW BLK XH 102E	76%
PIPEDERW	DOMESTIC CS ERW PIPE-D ERW API5L 102F	76%
PIPEDERW	DOMESTIC CS ERW PIPE-D ERW BLK PE 6 & 8 102G	80%
PIPEDERW	DOMESTIC CS ERW PIPE-D ERW BLK GRV 6 & 8 102H	79%
PIPEDSML	DOMESTIC CS SEAMLESS PIPE-D SMLS BLK <14 104A	64%
PIPEDSML	DOMESTIC CS SEAMLESS PIPE-D SMLS BLK >=14 104B	65%
PIPEDSML	DOMESTIC CS SEAMLESS PIPE-D SMLS BLK >1/4 <2 104C	67%
PIPEDSML	DOMESTIC CS SEAMLESS PIPE-D SMLS BLK S160 104D	65%
PIPEDSML	DOMESTIC CS SEAMLESS PIPE-D SMLS BLK XH CAPPED 104E	65%
PIPEDSML	DOMESTIC CS SEAMLESS PIPE-D SMLS BLK S160 PKLD 104F	65%
PIPEDSML	DOMESTIC CS SEAMLESS PIPE-D SMLS BLK <3/8 >2 104G	63%
PIPEDSML	DOMESTIC CS SEAMLESS PIPE-D SMLS GAL >1/4 <2 104K	67%
PIPEDSS	DOMESTIC SS A312 PIPE-D T304SS S40 110A	88%
PIPEDSS	DOMESTIC SS A312 PIPE-D T304SS S80 110B	88%
PIPEDSS	DOMESTIC SS A312 PIPE-D T304SS S5 110C	88%
PIPEDSS	DOMESTIC SS A312 PIPE-D T304SS S10 110D	88%
PIPEDSS	DOMESTIC SS A312 PIPE-D T316SS S40 110E	88%
PIPEDSS	DOMESTIC SS A312 PIPE-D T316SS S80 110F	88%
PIPEDSS	DOMESTIC SS A312 PIPE-D T316SS S5 110G	88%
PIPEDSS	DOMESTIC SS A312 PIPE-D T316SS S10 110H	88%
PIPEDSS	DOMESTIC SS A312 PIPE-SS A312 Smls Pipe 112A	67%
PIPEHDPE	HDPE PLASTIC PIPE-Plastic HDPE Pipe 128A	40%
PIPEIMPR	IMPORT CS PIPE-I ERW BLK PE 103A	81%
PIPEIMPR	IMPORT CS PIPE-I CW GAL T&C 1/2 - 2 103B	81%
PIPEIMPR	IMPORT CS PIPE-I CW BLK ROLL GRV 103H	81%
PIPEIMPR	IMPORT CS PIPE-I CW GAL T&C <1/2 >2 103N	81%
PIPEISML	IMPORT CS SEAMLESS PIPE-I SMLS BLK <14 105A	80%
PIPEISML	IMPORT CS SEAMLESS PIPE-I SMLS BLK >1/4 <2 105C	67%
PIPEISML	IMPORT CS SEAMLESS PIPE-I SMLS BLK <3/8 >2 105G	71%
PIPEISS	IMPORT SS A312 PIPE-I T304 S40 111A	87%
PIPEISS	IMPORT SS A312 PIPE-I T304 S10 111B	71%
PIPEISS	IMPORT SS A312 PIPE-I T316 S40 111C	89%
PIPEISS	IMPORT SS A312 PIPE-I T316 S10 111D	89%
PIPEPDWV	PVC DWV PIPE-PVC DWV BE PIPE 120B	66%
PIPEPDWV	PVC DWV PIPE-PVC DWV PE 120C	72%
PIPEPEX	PEX TUBING-Pex Ultra Tubing	55%
PIPEPEX	PEX TUBING-Radiant Heat Tubing	37%
PIPEPEX	PEX TUBING-Poly Pex Press Tubing	37%
PIPEPPSS	PROPRESS SS PIPE-PROPRESS SS Pipe 180B	47%
PIPEPPSS	PROPRESS SS PIPE-SS Pipe Propress	47%
PIPEPS40	PVC SCH 40 PIPE-Plastic PVC S40 Pipe 121A	65%

PIPEPS80	PVC SCH 80 PIPE-Plastic PVC S80 Pipe 122A	65%
PIPEROD	THREADED ROD-Threaded Rod Plain 468A	71%
PIPEROD	THREADED ROD-Threaded Rod Plated 468D	71%
PIPEROD	THREADED ROD-Threaded Rod SS 468G	71%
PIPEROD	THREADED ROD-Threaded Rod B-7 468K	71%
PIPEROD	THREADED ROD-Threaded Rod Plstsol 468M	57%
PIPEROD	THREADED ROD-SS Solid Rod 468N	64%
PIPEROD	THREADED ROD-Plain Stud Bolt 468O	71%
PIPEROD	THREADED ROD-Zinc Stud Bolt 468P	71%
PIPESOIL	NO HUB SOIL PIPE-No Hub Pipe - 41	52%
PIPETUBE	CS TUBING SEAMLESS WELDED-Welded Hydraulic 106A	44%
PIPETUBE	CS TUBING SEAMLESS WELDED-Welded JIC 106B	31%
PIPETUBE	CS TUBING SEAMLESS WELDED-SMLS JIC 106C	47%
PIPETUBE	CS TUBING SEAMLESS WELDED-BUNDYWELD 106D	44%
PIPETUBE	CS TUBING SEAMLESS WELDED-Welded Hydr Metric 106E	43%
PIPINSUL	PIPE INSULATION-Zeston Ftg 467A	27%
PIPINSUL	PIPE INSULATION-Therma-Cel 467D	51%
PIPINSUL	PIPE INSULATION-Insultube 467G	43%
PIPINSUL	PIPE INSULATION-Imcolock 467I	56%
PIPINSUL	PIPE INSULATION-Fiberglass 467L	43%
PIPINSUL	PIPE INSULATION-Armalex 467N	49%
PIPINSUL	PIPE INSULATION-PVC Rolled Jacket 467P	49%
PIPINSUL	PIPE INSULATION-Adhesive 467R	29%
PUSHFTG	VIEGA LLC-Push to Con Lrg Dia Ftgs	44%
PUSHFTG	VIEGA LLC-Push to Connect Std Ftgs	33%
SHARPEVL	SHARPE VALVE VLV-Misc BV 291G	48%
SHARPEVL	SHARPE VALVE VLV-Sharpe CKV 293G	59%
SHARPEVL	SHARPE VALVE VLV-Sharpe GV 294D	56%
SIOUXCHI	SIOUX CHIEF-Sioux Chief Misc Items	33%
SLOANVLV	SLOAN VALVE COMPANY PLUMBING VLV-Sloan Valve 538A	36%
SLOANVLV	SLOAN VALVE COMPANY PLUMBING VLV-Sloan Part 538G	36%
SPEARC80	SPEARS CPVC 80 FTGS-Spears CPVC 80 Molded 8^	81%
SPEARC80	SPEARS CPVC 80 FTGS-Spears CTS Ftgs	75%
SPEARC80	SPEARS CPVC 80 FTGS-Spear CPVC80 molded 10-12	63%
SPEARC80	SPEARS CPVC 80 FTGS-Spears CPVC Pipe	61%
SPEARC80	SPEARS CPVC 80 FTGS-Spear CPVC 80 x34	55%
SPEARC80	SPEARS CPVC 80 FTGS-Spears CPVC x40	47%
SPEARC80	SPEARS CPVC 80 FTGS-Spears CPVC x45	40%
SPEARC80	SPEARS CPVC 80 FTGS-Spear CPVC 80 items	47%
SPEARDWV	SPEARS DWV FTGS-Spears DWV Molded 10 & up	76%
SPEARDWV	SPEARS DWV FTGS-Spears DWV Fabricated	71%
SPEARDWV	SPEARS DWV FTGS-Spear DWV molded thru 8^	72%
SPEARDWV	SPEARS DWV FTGS-Spears DWV x40	69%
SPEARDWV	SPEARS DWV FTGS-Spears DWV Custom Ftgs	40%
SPEARDWV	SPEARS DWV FTGS-Spear DWV net items	59%
SPEARLAB	SPEARS LABWASTE FTGS-Spear Lab Ftgs thru 6^	67%
SPEARLAB	SPEARS LABWASTE FTGS-Spear Lab Pipe	55%
SPEARLAB	SPEARS LABWASTE FTGS-Spears Labwaste Misc x50	33%
SPEARMIS	SPEARS MISCELLANEOUS FTGS-Spears Cement & Primer 26	64%
SPEARMIS	SPEARS MISCELLANEOUS FTGS-Spears PVC Class 160 IPS	57%
SPEARMIS	SPEARS MISCELLANEOUS FTGS-Spears Cement Accessories	52%
SPEARMIS	SPEARS MISCELLANEOUS FTGS-Spears Griploc/Comp Ftg	49%
SPEARMIS	SPEARS MISCELLANEOUS FTGS-Spears Misc x40	40%
SPEARMIS	SPEARS MISCELLANEOUS FTGS-Spears Exp Coup/Duct Ftgs	40%
SPEARMIS	SPEARS MISCELLANEOUS FTGS-Spears Misc x50	33%
SPEARP40	SPEARS PVC SCH 40 FTGS-Spears PVC 40 Molded to 8	47%
SPEARP40	SPEARS PVC SCH 40 FTGS-Spears PVC 40 DWV / Low P	71%
SPEARP40	SPEARS PVC SCH 40 FTGS-Spears PVC40 Molded 10 up	63%
SPEARP40	SPEARS PVC SCH 40 FTGS-Spears PVC40 Gray	47%
SPEARP40	SPEARS PVC SCH 40 FTGS-Spears PVC40 Gray Fab Ftg	40%
SPEARP40	SPEARS PVC SCH 40 FTGS-Spears PVC Clear Pipe	33%
SPEARP80	SPEARS PVC SCH 80 FTGS-Spears PVC80 Molded to 8	81%
SPEARP80	SPEARS PVC SCH 80 FTGS-Spears PVC80 molded 10-12	21%
SPEARP80	SPEARS PVC SCH 80 FTGS-Spears PVC Pipe	61%

SPEARP80	SPEARS PVC SCH 80 FTGS-Spears PVC80 Fab Ftgs	55%
SPEARP80	SPEARS PVC SCH 80 FTGS-Spears PVC80 x40	47%
SPEARP80	SPEARS PVC SCH 80 FTGS-Spears PVC80 Press Custom	40%
SPEARP80	SPEARS PVC SCH 80 FTGS-Spear PVC 80 items	60%
SPEARSTR	SPEARS MFG STRAINER-Spears Strainers	33%
SPEARSVL	SPEARS MFG VALVE CEMENT VLV-Spear TU 2000 Std BV	56%
SPEARSVL	SPEARS MFG VALVE CEMENT VLV-Spears TU 2000 Indust BV	56%
SPEARSVL	SPEARS MFG VALVE CEMENT VLV-Spears BFV/Swing Vlv	40%
SPEARSVL	SPEARS MFG VALVE CEMENT VLV-Spears Valve x50	33%
SPEARSVL	SPEARS MFG VALVE CEMENT VLV-Dauber 501A	52%
SPEARSVL	SPEARS MFG VALVE CEMENT VLV-Cement & Primer 501D	60%
STRUTFTG	STRUT FITTING FTG-Strut Ftg 463A	56%
STRUTFTG	STRUT FITTING FTG-B-Line Strut Ftg 463B	5%
STRUTFTG	STRUT FITTING FTG-Strut Nut 463D	75%
STRUTFTG	STRUT FITTING FTG-Pipe Clamp 463G	76%
STRUTFTG	STRUT FITTING FTG-Right Angle Pipe Clp 463I	44%
STRUTFTG	STRUT FITTING FTG-Pipe Clamp SS 463K	39%
STRUTFTG	STRUT FITTING FTG-Tubing Clamp 463M	76%
STRUTFTG	STRUT FITTING FTG-Beam Clamp 463O	67%
STRUTFTG	STRUT FITTING FTG-Vibra Clamp 463P	71%
STRUTFTG	STRUT FITTING FTG-Cop Tube Clamp 463Q	76%
STRUTFTG	STRUT FITTING FTG-Hydra-Zorb 463R	55%
STRUTFTG	STRUT FITTING FTG-Cushion Clamp 463S	67%
STRUTFTG	STRUT FITTING FTG-Twist Ear Clamp 463T	47%
STRUTFTG	STRUT FITTING FTG-Strut Ftg SS 463U	44%
STRUTPIP	STRUT PIPE-Green Strut 462A	71%
STRUTPIP	STRUT PIPE-Galv Strut 462D	84%
STRUTPIP	STRUT PIPE-SS Strut 462G	83%
STRUTPIP	STRUT PIPE-POL Resin Strut 462K	5%
UNITEDBR	UNITED BRASS WORKS INCORPORATED-Model 62 CKV 293A	47%
UNITEDBR	UNITED BRASS WORKS INCORPORATED-Model 81 GLV 295L	47%
UNONDIEL	DIELECTRIC UNIONS-COPXFIP Dielec Union 352A	52%
UNONDIEL	DIELECTRIC UNIONS-FIP Dielectric Union 352D	5%
UNONDIEL	DIELECTRIC UNIONS-Flg Dielectric Union 352G	44%
UNONDIEL	DIELECTRIC UNIONS-Dielec Union Gskt 352K	36%
UNONDIEL	DIELECTRIC UNIONS-Bolt Insulators 352M	19%
UPONOR	UPONOR WIRSBO AQUAPEX HEPEX TUBING-Wirsbo Aquapex Tube 132A	46%
UPONOR	UPONOR WIRSBO AQUAPEX HEPEX TUBING-Wirsbo HEPEX Tubing 132G	47%
WATTSAME	WATTS AMES FIRE & WATERWORKS-Ames Fittings	33%
WATTSAME	WATTS AMES FIRE & WATERWORKS-Ames Gauges & Meters	33%
WATTSAME	WATTS AMES FIRE & WATERWORKS-Ames Valve Accessories	33%

SCHEDULE C - INSURANCE REQUIREMENTS

Contract No. 240000000234 Plumbing and Pipefitting MRO- Statewide

- 1. 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.
- 2. 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.
- 3. 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.
- 4. Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
 - a. 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;
 - b. 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.
- 5. Proof of Insurance.**
 - a. Insurance certificates showing evidence of coverage as required herein must be submitted to DTMB-RiskManagement@michigan.gov within 10 days of the contract execution date.
 - b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
 - c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
 - d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
 - e. 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.
 - f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.
- 6. Subcontractors.** Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.

7. Limits of Coverage & Specific Endorsements.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	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.
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	

- 8. Non-Waiver.** This Schedule C 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.

Exhibit 1-A
PREA STANDARDS – FINAL
Adult Prisons and Jails

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§ 115.5 General definitions.

For purposes of this part, the term—

Agency means the unit of a State, local, corporate, or nonprofit authority, or of the Department of Justice, with direct responsibility for the operation of any facility that confines inmates, detainees, or residents, including the implementation of policy as set by the governing, corporate, or nonprofit authority.

Agency head means the principal official of an agency.

Community confinement facility means a community treatment center, halfway house, restitution center, mental health facility, alcohol or drug rehabilitation center, or other community correctional facility (including residential re-entry centers), other than a juvenile facility, in which individuals reside as part of a term of imprisonment or as a condition of pre-trial release or post-release supervision, while participating in gainful employment, employment search efforts, community service, vocational training, treatment, educational programs, or similar facility-approved programs during nonresidential hours.

Contractor means a person who provides services on a recurring basis pursuant to a contractual agreement with the agency.

Detainee means any person detained in a lockup, regardless of adjudication status.

Direct staff supervision means that security staff are in the same room with, and within reasonable hearing distance of, the resident or inmate.

Employee means a person who works directly for the agency or facility.

Exigent circumstances means any set of temporary and unforeseen circumstances that require immediate action in order to combat a threat to the security or institutional order of a facility.

Facility means a place, institution, building (or part thereof), set of buildings, structure, or area (whether or not enclosing a building or set of buildings) that is used by an agency for the confinement of individuals.

Facility head means the principal official of a facility.

Full compliance means compliance with all material requirements of each standard except for *de minimis* violations, or discrete and temporary violations during otherwise sustained periods of compliance.

Gender nonconforming means a person whose appearance or manner does not conform to traditional societal gender expectations.

Inmate means any person incarcerated or detained in a prison or jail.

Intersex means a person whose sexual or reproductive anatomy or chromosomal pattern does not seem to fit typical definitions of male or female. Intersex medical conditions are sometimes referred to as disorders of sex development.

Jail means a confinement facility of a Federal, State, or local law enforcement agency whose primary use is to hold persons pending adjudication of criminal charges, persons committed to confinement after adjudication of criminal charges for sentences of one year or less, or persons adjudicated guilty who are awaiting transfer to a correctional facility.

Juvenile means any person under the age of 18, unless under adult court supervision and confined or detained in a prison or jail.

Juvenile facility means a facility primarily used for the confinement of juveniles pursuant to the juvenile justice system or criminal justice system.

Law enforcement staff means employees responsible for the supervision and control of detainees in lockups.

Lockup means a facility that contains holding cells, cell blocks, or other secure enclosures that are:

- (1) Under the control of a law enforcement, court, or custodial officer; and
- (2) Primarily used for the temporary confinement of individuals who have recently been arrested, detained, or are being transferred to or from a court, jail, prison, or other agency.

Medical practitioner means a health professional who, by virtue of education, credentials, and experience, is permitted by law to evaluate and care for patients within the scope of his or her professional practice. A “qualified medical practitioner” refers to such a professional who has also successfully completed specialized training for treating sexual abuse victims.

Mental health practitioner means a mental health professional who, by virtue of education, credentials, and experience, is permitted by law to evaluate and care for patients within the scope of his or her professional practice. A “qualified mental health practitioner” refers to such a professional who has also successfully completed specialized training for treating sexual abuse victims.

Pat-down search means a running of the hands over the clothed body of an inmate, detainee, or resident by an employee to determine whether the individual possesses contraband.

Prison means an institution under Federal or State jurisdiction whose primary use is for the confinement of individuals convicted of a serious crime, usually in excess of one year in length, or a felony.

Resident means any person confined or detained in a juvenile facility or in a community confinement facility.

Secure juvenile facility means a juvenile facility in which the movements and activities of individual residents may be restricted or subject to control through the use of physical barriers or intensive staff supervision. A facility that allows residents access to the community to achieve treatment or correctional objectives, such as through educational or employment programs, typically will not be considered to be a secure juvenile facility.

Security staff means employees primarily responsible for the supervision and control of inmates, detainees, or residents in housing units, recreational areas, dining areas, and other program areas of the facility.

Staff means employees.

Strip search means a search that requires a person to remove or arrange some or all clothing so as to permit a visual inspection of the person’s breasts, buttocks, or genitalia.

Transgender means a person whose gender identity (*i.e.*, internal sense of feeling male or female) is different from the person’s assigned sex at birth.

Substantiated allegation means an allegation that was investigated and determined to have occurred.

Unfounded allegation means an allegation that was investigated and determined not to have occurred.

Unsubstantiated allegation means an allegation that was investigated and the investigation produced insufficient evidence to make a final determination as to whether or not the event occurred.

Volunteer means an individual who donates time and effort on a recurring basis to enhance the activities and programs of the agency.

Youthful inmate means any person under the age of 18 who is under adult court supervision and incarcerated or detained in a prison or jail.

Youthful detainee means any person under the age of 18 who is under adult court supervision and detained in a lockup.

§ 115.6 Definitions related to sexual abuse.

For purposes of this part, the term—

Sexual abuse includes—

- (1) Sexual abuse of an inmate, detainee, or resident by another inmate, detainee, or resident; and
- (2) Sexual abuse of an inmate, detainee, or resident by a staff member, contractor, or volunteer.

Sexual abuse of an inmate, detainee, or resident by another inmate, detainee, or resident includes any of the following acts, if the victim does not consent, is coerced into such act by overt or implied threats of violence, or is unable to consent or refuse:

- (1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- (2) Contact between the mouth and the penis, vulva, or anus;
- (3) Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
- (4) Any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.

Sexual abuse of an inmate, detainee, or resident by a staff member, contractor, or volunteer includes any of the following acts, with or without consent of the inmate, detainee, or resident:

- (1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- (2) Contact between the mouth and the penis, vulva, or anus;
- (3) Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (4) Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (5) Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (6) Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in paragraphs (1)-(5) of this section;
- (7) Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, detainee, or resident, and
- (8) Voyeurism by a staff member, contractor, or volunteer.

Voyeurism by a staff member, contractor, or volunteer means an invasion of privacy of an inmate, detainee, or resident by staff for reasons unrelated to official duties, such as peering at an inmate who is using a toilet in his or her cell to perform bodily functions; requiring an inmate to expose his or her buttocks, genitals, or breasts; or taking images of all or part of an inmate's naked body or of an inmate performing bodily functions.

Sexual harassment includes—

- (1) Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one inmate, detainee, or resident directed toward another; and
- (2) Repeated verbal comments or gestures of a sexual nature to an inmate, detainee, or resident by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

<i>Prevention Planning</i>
<i>§ 115.11 Zero tolerance of sexual abuse and sexual harassment; PREA coordinator.</i>
(a) An agency shall have a written policy mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the agency's approach to preventing, detecting, and responding to such conduct.
(b) An agency shall employ or designate an upper-level, agency-wide PREA coordinator with sufficient time and authority to develop, implement, and oversee agency efforts to comply with the PREA standards in all of its facilities.
(c) Where an agency operates more than one facility, each facility shall designate a PREA compliance manager with sufficient time and authority to coordinate the facility's efforts to comply with the PREA standards.
<i>Prevention Planning</i>
<i>§ 115.12 Contracting with other entities for the confinement of inmates.</i>
(a) A public agency that contracts for the confinement of its inmates with private agencies or other entities, including other government agencies, shall include in any new contract or contract renewal the entity's obligation to adopt and comply with the PREA standards.
(b) Any new contract or contract renewal shall provide for agency contract monitoring to ensure that the contractor is complying with the PREA standards.
<i>Prevention Planning</i>
<i>§ 115.13 Supervision and monitoring.</i>
(a) The agency shall ensure that each facility it operates shall develop, document, and make its best efforts to comply on a regular basis with a staffing plan that provides for adequate levels of staffing, and, where applicable, video monitoring, to protect inmates against sexual abuse. In calculating adequate staffing levels and determining the need for video monitoring, facilities shall take into consideration: <ol style="list-style-type: none"> (1) Generally accepted detention and correctional practices; (2) Any judicial findings of inadequacy; (3) Any findings of inadequacy from Federal investigative agencies; (4) Any findings of inadequacy from internal or external oversight bodies; (5) All components of the facility's physical plant (including "blind-spots" or areas where staff or inmates may be isolated); (6) The composition of the inmate population; (7) The number and placement of supervisory staff; (8) Institution programs occurring on a particular shift; (9) Any applicable State or local laws, regulations, or standards; (10) The prevalence of substantiated and unsubstantiated incidents of sexual abuse; and (11) Any other relevant factors.
(b) In circumstances where the staffing plan is not complied with, the facility shall document and justify all deviations from the plan.
(c) Whenever necessary, but no less frequently than once each year, for each facility the agency operates, in consultation with the PREA coordinator required by § 115.11, the agency shall assess, determine, and document whether adjustments are needed to: <ol style="list-style-type: none"> (1) The staffing plan established pursuant to paragraph (a) of this section; (2) The facility's deployment of video monitoring systems and other monitoring technologies; and (3) The resources the facility has available to commit to ensure adherence to the staffing plan.
(d) Each agency operating a facility shall implement a policy and practice of having intermediate-level or higher-level supervisors conduct and document unannounced rounds to identify and deter staff sexual abuse and sexual harassment. Such policy and practice shall be implemented for night shifts as well as day shifts. Each agency shall have a policy to prohibit staff from alerting other staff members that these supervisory rounds are occurring, unless such announcement is related to the legitimate operational functions of the facility.

<p style="text-align: center;"><i>Prevention Planning</i> <i>§ 115.14 Youthful inmates.</i></p>
<p>(a) A youthful inmate shall not be placed in a housing unit in which the youthful inmate will have sight, sound, or physical contact with any adult inmate through use of a shared dayroom or other common space, shower area, or sleeping quarters.</p>
<p>(b) In areas outside of housing units, agencies shall either: (1) maintain sight and sound separation between youthful inmates and adult inmates, or (2) provide direct staff supervision when youthful inmates and adult inmates have sight, sound, or physical contact.</p>
<p>(c) Agencies shall make best efforts to avoid placing youthful inmates in isolation to comply with this provision. Absent exigent circumstances, agencies shall not deny youthful inmates daily large-muscle exercise and any legally required special education services to comply with this provision. Youthful inmates shall also have access to other programs and work opportunities to the extent possible.</p>
<p style="text-align: center;"><i>Prevention Planning</i> <i>§ 115.15 Limits to cross-gender viewing and searches.</i></p>
<p>(a) The facility shall not conduct cross-gender strip searches or cross-gender visual body cavity searches (meaning a search of the anal or genital opening) except in exigent circumstances or when performed by medical practitioners.</p>
<p>(b) As of [INSERT DATE 3 YEARS PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER], or [INSERT DATE 5 YEARS PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER] for a facility whose rated capacity does not exceed 50 inmates, the facility shall not permit cross-gender pat-down searches of female inmates, absent exigent circumstances. Facilities shall not restrict female inmates' access to regularly available programming or other out-of-cell opportunities in order to comply with this provision.</p>
<p>(c) The facility shall document all cross-gender strip searches and cross-gender visual body cavity searches, and shall document all cross-gender pat-down searches of female inmates.</p>
<p>(d) The facility shall implement policies and procedures that enable inmates to shower, perform bodily functions, and change clothing without nonmedical staff of the opposite gender viewing their breasts, buttocks, or genitalia, except in exigent circumstances or when such viewing is incidental to routine cell checks. Such policies and procedures shall require staff of the opposite gender to announce their presence when entering an inmate housing unit.</p>
<p>(e) The facility shall not search or physically examine a transgender or intersex inmate for the sole purpose of determining the inmate's genital status. If the inmate's genital status is unknown, it may be determined during conversations with the inmate, by reviewing medical records, or, if necessary, by learning that information as part of a broader medical examination conducted in private by a medical practitioner.</p>
<p>(f) The agency shall train security staff in how to conduct cross-gender pat-down searches, and searches of transgender and intersex inmates, in a professional and respectful manner, and in the least intrusive manner possible, consistent with security needs.</p>
<p style="text-align: center;"><i>Prevention Planning</i> <i>§ 115.16 Inmates with disabilities and inmates who are limited English proficient.</i></p>
<p>(a) The agency shall take appropriate steps to ensure that inmates with disabilities (including, for example, inmates who are deaf or hard of hearing, those who are blind or have low vision, or those who have intellectual, psychiatric, or speech disabilities), have an equal opportunity to participate in or benefit from all aspects of the agency's efforts to prevent, detect, and respond to sexual abuse and sexual harassment. Such steps shall include, when necessary to ensure effective communication with inmates who are deaf or hard of hearing, providing access to interpreters who can interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. In addition, the agency shall ensure that written materials are provided in formats or through methods that ensure effective communication with inmates with disabilities, including inmates who have intellectual disabilities, limited reading skills, or who are blind or have low vision. An agency is not required to take actions that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity, or in undue financial and administrative burdens, as</p>

those terms are used in regulations promulgated under title II of the Americans With Disabilities Act, 28 CFR 35.164.
(b) The agency shall take reasonable steps to ensure meaningful access to all aspects of the agency's efforts to prevent, detect, and respond to sexual abuse and sexual harassment to inmates who are limited English proficient, including steps to provide interpreters who can interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.
(c) The agency shall not rely on inmate interpreters, inmate readers, or other types of inmate assistants except in limited circumstances where an extended delay in obtaining an effective interpreter could compromise the inmate's safety, the performance of first-response duties under § 115.64, or the investigation of the inmate's allegations.
<i>Prevention Planning</i> <i>§ 115.17 Hiring and promotion decisions.</i>
(a) The agency shall not hire or promote anyone who may have contact with inmates, and shall not enlist the services of any contractor who may have contact with inmates, who— (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); (2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or (3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (a)(2) of this section.
(b) The agency shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with inmates.
(c) Before hiring new employees who may have contact with inmates, the agency shall: (1) Perform a criminal background records check; and (2) Consistent with Federal, State, and local law, make its best efforts to contact all prior institutional employers for information on substantiated allegations of sexual abuse or any resignation during a pending investigation of an allegation of sexual abuse.
(d) The agency shall also perform a criminal background records check before enlisting the services of any contractor who may have contact with inmates.
(e) The agency shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with inmates or have in place a system for otherwise capturing such information for current employees.
(f) The agency shall ask all applicants and employees who may have contact with inmates directly about previous misconduct described in paragraph (a) of this section in written applications or interviews for hiring or promotions and in any interviews or written self-evaluations conducted as part of reviews of current employees. The agency shall also impose upon employees a continuing affirmative duty to disclose any such misconduct.
(g) Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination.
(h) Unless prohibited by law, the agency shall provide information on substantiated allegations of sexual abuse or sexual harassment involving a former employee upon receiving a request from an institutional employer for whom such employee has applied to work.
<i>Prevention Planning</i> <i>§ 115.18 Upgrades to facilities and technologies.</i>
(a) When designing or acquiring any new facility and in planning any substantial expansion or modification of existing facilities, the agency shall consider the effect of the design, acquisition, expansion, or modification upon the agency's ability to protect inmates from sexual abuse.
(b) When installing or updating a video monitoring system, electronic surveillance system, or other monitoring technology, the agency shall consider how such technology may enhance the agency's ability to protect inmates from sexual abuse.
<i>Responsive Planning</i> <i>§ 115.21 Evidence protocol and forensic medical examinations.</i>

(a) To the extent the agency is responsible for investigating allegations of sexual abuse, the agency shall follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecutions.
(b) The protocol shall be developmentally appropriate for youth where applicable, and, as appropriate, shall be adapted from or otherwise based on the most recent edition of the U.S. Department of Justice's Office on Violence Against Women publication, "A National Protocol for Sexual Assault Medical Forensic Examinations, Adults/Adolescents," or similarly comprehensive and authoritative protocols developed after 2011.
(c) The agency shall offer all victims of sexual abuse access to forensic medical examinations, whether on-site or at an outside facility, without financial cost, where evidentiarily or medically appropriate. Such examinations shall be performed by Sexual Assault Forensic Examiners (SAFEs) or Sexual Assault Nurse Examiners (SANEs) where possible. If SAFEs or SANEs cannot be made available, the examination can be performed by other qualified medical practitioners. The agency shall document its efforts to provide SAFEs or SANEs.
(d) The agency shall attempt to make available to the victim a victim advocate from a rape crisis center. If a rape crisis center is not available to provide victim advocate services, the agency shall make available to provide these services a qualified staff member from a community-based organization, or a qualified agency staff member. Agencies shall document efforts to secure services from rape crisis centers. For the purpose of this standard, a rape crisis center refers to an entity that provides intervention and related assistance, such as the services specified in 42 U.S.C. 14043g(b)(2)(C), to victims of sexual assault of all ages. The agency may utilize a rape crisis center that is part of a governmental unit as long as the center is not part of the criminal justice system (such as a law enforcement agency) and offers a comparable level of confidentiality as a nongovernmental entity that provides similar victim services.
(e) As requested by the victim, the victim advocate, qualified agency staff member, or qualified community-based organization staff member shall accompany and support the victim through the forensic medical examination process and investigatory interviews and shall provide emotional support, crisis intervention, information, and referrals.
(f) To the extent the agency itself is not responsible for investigating allegations of sexual abuse, the agency shall request that the investigating agency follow the requirements of paragraphs (a) through (e) of this section.
(g) The requirements of paragraphs (a) through (f) of this section shall also apply to: (1) Any State entity outside of the agency that is responsible for investigating allegations of sexual abuse in prisons or jails; and (2) Any Department of Justice component that is responsible for investigating allegations of sexual abuse in prisons or jails.
(h) For the purposes of this section, a qualified agency staff member or a qualified community-based staff member shall be an individual who has been screened for appropriateness to serve in this role and has received education concerning sexual assault and forensic examination issues in general.
<i>Responsive Planning</i> <i>§ 115.22 Policies to ensure referrals of allegations for investigations.</i>
(a) The agency shall ensure that an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment.
(b) The agency shall have in place a policy to ensure that allegations of sexual abuse or sexual harassment are referred for investigation to an agency with the legal authority to conduct criminal investigations, unless the allegation does not involve potentially criminal behavior. The agency shall publish such policy on its website or, if it does not have one, make the policy available through other means. The agency shall document all such referrals.
(c) If a separate entity is responsible for conducting criminal investigations, such publication shall describe the responsibilities of both the agency and the investigating entity.
(d) Any State entity responsible for conducting administrative or criminal investigations of sexual abuse or sexual harassment in prisons or jails shall have in place a policy governing the conduct of such investigations.
(e) Any Department of Justice component responsible for conducting administrative or criminal investigations of sexual abuse or sexual harassment in prisons or jails shall have in place a policy governing the conduct of such investigations.
<i>Training and Education</i>

<i>§ 115.31 Employee training.</i>
<p>(a) The agency shall train all employees who may have contact with inmates on:</p> <ol style="list-style-type: none"> (1) Its zero-tolerance policy for sexual abuse and sexual harassment; (2) How to fulfill their responsibilities under agency sexual abuse and sexual harassment prevention, detection, reporting, and response policies and procedures; (3) Inmates' right to be free from sexual abuse and sexual harassment; (4) The right of inmates and employees to be free from retaliation for reporting sexual abuse and sexual harassment; (5) The dynamics of sexual abuse and sexual harassment in confinement; (6) The common reactions of sexual abuse and sexual harassment victims; (7) How to detect and respond to signs of threatened and actual sexual abuse; (8) How to avoid inappropriate relationships with inmates; (9) How to communicate effectively and professionally with inmates, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming inmates; and (10) How to comply with relevant laws related to mandatory reporting of sexual abuse to outside authorities.
<p>(b) Such training shall be tailored to the gender of the inmates at the employee's facility. The employee shall receive additional training if the employee is reassigned from a facility that houses only male inmates to a facility that houses only female inmates, or vice versa.</p>
<p>(c) All current employees who have not received such training shall be trained within one year of the effective date of the PREA standards, and the agency shall provide each employee with refresher training every two years to ensure that all employees know the agency's current sexual abuse and sexual harassment policies and procedures. In years in which an employee does not receive refresher training, the agency shall provide refresher information on current sexual abuse and sexual harassment policies.</p>
<p>(d) The agency shall document, through employee signature or electronic verification, that employees understand the training they have received.</p>
<i>Training and Education</i>
<i>§ 115.32 Volunteer and contractor training.</i>
<p>(a) The agency shall ensure that all volunteers and contractors who have contact with inmates have been trained on their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures.</p>
<p>(b) The level and type of training provided to volunteers and contractors shall be based on the services they provide and level of contact they have with inmates, but all volunteers and contractors who have contact with inmates shall be notified of the agency's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.</p>
<p>(c) The agency shall maintain documentation confirming that volunteers and contractors understand the training they have received.</p>
<i>Training and Education</i>
<i>§ 115.33 Inmate education.</i>
<p>(a) During the intake process, inmates shall receive information explaining the agency's zero-tolerance policy regarding sexual abuse and sexual harassment and how to report incidents or suspicions of sexual abuse or sexual harassment.</p>
<p>(b) Within 30 days of intake, the agency shall provide comprehensive education to inmates either in person or through video regarding their rights to be free from sexual abuse and sexual harassment and to be free from retaliation for reporting such incidents, and regarding agency policies and procedures for responding to such incidents.</p>
<p>(c) Current inmates who have not received such education shall be educated within one year of the effective date of the PREA standards, and shall receive education upon transfer to a different facility to the extent that the policies and procedures of the inmate's new facility differ from those of the previous facility.</p>
<p>(d) The agency shall provide inmate education in formats accessible to all inmates, including those who are limited English proficient, deaf, visually impaired, or otherwise disabled, as well as to inmates who have limited reading skills.</p>
<p>(e) The agency shall maintain documentation of inmate participation in these education sessions.</p>

(f) In addition to providing such education, the agency shall ensure that key information is continuously and readily available or visible to inmates through posters, inmate handbooks, or other written formats.
<i>Training and Education</i> <i>§ 115.34 Specialized training: Investigations.</i>
(a) In addition to the general training provided to all employees pursuant to § 115.31, the agency shall ensure that, to the extent the agency itself conducts sexual abuse investigations, its investigators have received training in conducting such investigations in confinement settings.
(b) Specialized training shall include techniques for interviewing sexual abuse victims, proper use of Miranda and Garrity warnings, sexual abuse evidence collection in confinement settings, and the criteria and evidence required to substantiate a case for administrative action or prosecution referral.
(c) The agency shall maintain documentation that agency investigators have completed the required specialized training in conducting sexual abuse investigations.
(d) Any State entity or Department of Justice component that investigates sexual abuse in confinement settings shall provide such training to its agents and investigators who conduct such investigations.
<i>Training and Education</i> <i>§ 115.35 Specialized training: Medical and mental health care.</i>
(a) The agency shall ensure that all full- and part-time medical and mental health care practitioners who work regularly in its facilities have been trained in:
<ol style="list-style-type: none"> (1) How to detect and assess signs of sexual abuse and sexual harassment; (2) How to preserve physical evidence of sexual abuse; (3) How to respond effectively and professionally to victims of sexual abuse and sexual harassment; and (4) How and to whom to report allegations or suspicions of sexual abuse and sexual harassment.
(b) If medical staff employed by the agency conduct forensic examinations, such medical staff shall receive the appropriate training to conduct such examinations.
(c) The agency shall maintain documentation that medical and mental health practitioners have received the training referenced in this standard either from the agency or elsewhere.
(d) Medical and mental health care practitioners shall also receive the training mandated for employees under § 115.31 or for contractors and volunteers under § 115.32, depending upon the practitioner's status at the agency.
<i>Screening for Risk of Sexual Victimization and Abusiveness</i> <i>§ 115.41 Screening for risk of victimization and abusiveness.</i>
(a) All inmates shall be assessed during an intake screening and upon transfer to another facility for their risk of being sexually abused by other inmates or sexually abusive toward other inmates.
(b) Intake screening shall ordinarily take place within 72 hours of arrival at the facility.
(c) Such assessments shall be conducted using an objective screening instrument.
(d) The intake screening shall consider, at a minimum, the following criteria to assess inmates for risk of sexual victimization:
<ol style="list-style-type: none"> (1) Whether the inmate has a mental, physical, or developmental disability; (2) The age of the inmate; (3) The physical build of the inmate; (4) Whether the inmate has previously been incarcerated; (5) Whether the inmate's criminal history is exclusively nonviolent; (6) Whether the inmate has prior convictions for sex offenses against an adult or child; (7) Whether the inmate is or is perceived to be gay, lesbian, bisexual, transgender, intersex, or gender nonconforming; (8) Whether the inmate has previously experienced sexual victimization; (9) The inmate's own perception of vulnerability; and (10) Whether the inmate is detained solely for civil immigration purposes.
(e) The initial screening shall consider prior acts of sexual abuse, prior convictions for violent offenses, and history of prior institutional violence or sexual abuse, as known to the agency, in assessing inmates for risk of being sexually abusive.

(f) Within a set time period, not to exceed 30 days from the inmate's arrival at the facility, the facility will reassess the inmate's risk of victimization or abusiveness based upon any additional, relevant information received by the facility since the intake screening.
(g) An inmate's risk level shall be reassessed when warranted due to a referral, request, incident of sexual abuse, or receipt of additional information that bears on the inmate's risk of sexual victimization or abusiveness.
(h) Inmates may not be disciplined for refusing to answer, or for not disclosing complete information in response to, questions asked pursuant to paragraphs (d)(1), (d)(7), (d)(8), or (d)(9) of this section.
(i) The agency shall implement appropriate controls on the dissemination within the facility of responses to questions asked pursuant to this standard in order to ensure that sensitive information is not exploited to the inmate's detriment by staff or other inmates.
<i>Screening for Risk of Sexual Victimization and Abusiveness</i> <i>§ 115.42 Use of screening information.</i>
(a) The agency shall use information from the risk screening required by § 115.41 to inform housing, bed, work, education, and program assignments with the goal of keeping separate those inmates at high risk of being sexually victimized from those at high risk of being sexually abusive.
(b) The agency shall make individualized determinations about how to ensure the safety of each inmate.
(c) In deciding whether to assign a transgender or intersex inmate to a facility for male or female inmates, and in making other housing and programming assignments, the agency shall consider on a case-by-case basis whether a placement would ensure the inmate's health and safety, and whether the placement would present management or security problems.
(d) Placement and programming assignments for each transgender or intersex inmate shall be reassessed at least twice each year to review any threats to safety experienced by the inmate.
(e) A transgender or intersex inmate's own views with respect to his or her own safety shall be given serious consideration.
(f) Transgender and intersex inmates shall be given the opportunity to shower separately from other inmates.
(g) The agency shall not place lesbian, gay, bisexual, transgender, or intersex inmates in dedicated facilities, units, or wings solely on the basis of such identification or status, unless such placement is in a dedicated facility, unit, or wing established in connection with a consent decree, legal settlement, or legal judgment for the purpose of protecting such inmates.
<i>Screening for Risk of Sexual Victimization and Abusiveness</i> <i>§ 115.43 Protective custody.</i>
(a) Inmates at high risk for sexual victimization shall not be placed in involuntary segregated housing unless an assessment of all available alternatives has been made, and a determination has been made that there is no available alternative means of separation from likely abusers. If a facility cannot conduct such an assessment immediately, the facility may hold the inmate in involuntary segregated housing for less than 24 hours while completing the assessment.
(b) Inmates placed in segregated housing for this purpose shall have access to programs, privileges, education, and work opportunities to the extent possible. If the facility restricts access to programs, privileges, education, or work opportunities, the facility shall document: (1) The opportunities that have been limited; (2) The duration of the limitation; and (3) The reasons for such limitations.
(c) The facility shall assign such inmates to involuntary segregated housing only until an alternative means of separation from likely abusers can be arranged, and such an assignment shall not ordinarily exceed a period of 30 days.
(d) If an involuntary segregated housing assignment is made pursuant to paragraph (a) of this section, the facility shall clearly document: (1) The basis for the facility's concern for the inmate's safety; and (2) The reason why no alternative means of separation can be arranged.
(e) Every 30 days, the facility shall afford each such inmate a review to determine whether there is a continuing need for separation from the general population.

<p style="text-align: center;"><i>Reporting</i> <i>§ 115.51 Inmate reporting.</i></p>
(a) The agency shall provide multiple internal ways for inmates to privately report sexual abuse and sexual harassment, retaliation by other inmates or staff for reporting sexual abuse and sexual harassment, and staff neglect or violation of responsibilities that may have contributed to such incidents.
(b) The agency shall also provide at least one way for inmates to report abuse or harassment to a public or private entity or office that is not part of the agency, and that is able to receive and immediately forward inmate reports of sexual abuse and sexual harassment to agency officials, allowing the inmate to remain anonymous upon request. Inmates detained solely for civil immigration purposes shall be provided information on how to contact relevant consular officials and relevant officials at the Department of Homeland Security.
(c) Staff shall accept reports made verbally, in writing, anonymously, and from third parties and shall promptly document any verbal reports.
(d) The agency shall provide a method for staff to privately report sexual abuse and sexual harassment of inmates.
<p style="text-align: center;"><i>Reporting</i> <i>§ 115.52 Exhaustion of administrative remedies.</i></p>
(a) An agency shall be exempt from this standard if it does not have administrative procedures to address inmate grievances regarding sexual abuse.
<p>(b)(1) The agency shall not impose a time limit on when an inmate may submit a grievance regarding an allegation of sexual abuse.</p> <p>(2) The agency may apply otherwise-applicable time limits to any portion of a grievance that does not allege an incident of sexual abuse.</p> <p>(3) The agency shall not require an inmate to use any informal grievance process, or to otherwise attempt to resolve with staff, an alleged incident of sexual abuse.</p> <p>(4) Nothing in this section shall restrict the agency's ability to defend against an inmate lawsuit on the ground that the applicable statute of limitations has expired.</p>
<p>(c) The agency shall ensure that—</p> <p>(1) An inmate who alleges sexual abuse may submit a grievance without submitting it to a staff member who is the subject of the complaint, and</p> <p>(2) Such grievance is not referred to a staff member who is the subject of the complaint.</p>
<p>(d)(1) The agency shall issue a final agency decision on the merits of any portion of a grievance alleging sexual abuse within 90 days of the initial filing of the grievance.</p> <p>(2) Computation of the 90-day time period shall not include time consumed by inmates in preparing any administrative appeal.</p> <p>(3) The agency may claim an extension of time to respond, of up to 70 days, if the normal time period for response is insufficient to make an appropriate decision. The agency shall notify the inmate in writing of any such extension and provide a date by which a decision will be made.</p> <p>(4) At any level of the administrative process, including the final level, if the inmate does not receive a response within the time allotted for reply, including any properly noticed extension, the inmate may consider the absence of a response to be a denial at that level.</p>
<p>(e)(1) Third parties, including fellow inmates, staff members, family members, attorneys, and outside advocates, shall be permitted to assist inmates in filing requests for administrative remedies relating to allegations of sexual abuse, and shall also be permitted to file such requests on behalf of inmates.</p> <p>(2) If a third party files such a request on behalf of an inmate, the facility may require as a condition of processing the request that the alleged victim agree to have the request filed on his or her behalf, and may also require the alleged victim to personally pursue any subsequent steps in the administrative remedy process.</p> <p>(3) If the inmate declines to have the request processed on his or her behalf, the agency shall document the inmate's decision.</p>
<p>(f)(1) The agency shall establish procedures for the filing of an emergency grievance alleging that an inmate is subject to a substantial risk of imminent sexual abuse.</p> <p>(2) After receiving an emergency grievance alleging an inmate is subject to a substantial risk of imminent sexual abuse, the agency shall immediately forward the grievance (or any portion thereof that alleges the substantial risk</p>

of imminent sexual abuse) to a level of review at which immediate corrective action may be taken, shall provide an initial response within 48 hours, and shall issue a final agency decision within 5 calendar days. The initial response and final agency decision shall document the agency's determination whether the inmate is in substantial risk of imminent sexual abuse and the action taken in response to the emergency grievance.
(g) The agency may discipline an inmate for filing a grievance related to alleged sexual abuse only where the agency demonstrates that the inmate filed the grievance in bad faith.
<i>Reporting</i> <i>§ 115.53 Inmate access to outside confidential support services.</i>
(a) The facility shall provide inmates with access to outside victim advocates for emotional support services related to sexual abuse by giving inmates mailing addresses and telephone numbers, including toll-free hotline numbers where available, of local, State, or national victim advocacy or rape crisis organizations, and, for persons detained solely for civil immigration purposes, immigrant services agencies. The facility shall enable reasonable communication between inmates and these organizations and agencies, in as confidential a manner as possible.
(b) The facility shall inform inmates, prior to giving them access, of the extent to which such communications will be monitored and the extent to which reports of abuse will be forwarded to authorities in accordance with mandatory reporting laws.
(c) The agency shall maintain or attempt to enter into memoranda of understanding or other agreements with community service providers that are able to provide inmates with confidential emotional support services related to sexual abuse. The agency shall maintain copies of agreements or documentation showing attempts to enter into such agreements.
<i>Reporting</i> <i>§ 115.54 Third-party reporting.</i>
The agency shall establish a method to receive third-party reports of sexual abuse and sexual harassment and shall distribute publicly information on how to report sexual abuse and sexual harassment on behalf of an inmate.
<i>Official Response Following an Inmate Report</i> <i>§ 115.61 Staff and agency reporting duties.</i>
(a) The agency shall require all staff to report immediately and according to agency policy any knowledge, suspicion, or information regarding an incident of sexual abuse or sexual harassment that occurred in a facility, whether or not it is part of the agency; retaliation against inmates or staff who reported such an incident; and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation.
(b) Apart from reporting to designated supervisors or officials, staff shall not reveal any information related to a sexual abuse report to anyone other than to the extent necessary, as specified in agency policy, to make treatment, investigation, and other security and management decisions.
(c) Unless otherwise precluded by Federal, State, or local law, medical and mental health practitioners shall be required to report sexual abuse pursuant to paragraph (a) of this section and to inform inmates of the practitioner's duty to report, and the limitations of confidentiality, at the initiation of services.
(d) If the alleged victim is under the age of 18 or considered a vulnerable adult under a State or local vulnerable persons statute, the agency shall report the allegation to the designated State or local services agency under applicable mandatory reporting laws.
(e) The facility shall report all allegations of sexual abuse and sexual harassment, including third-party and anonymous reports, to the facility's designated investigators.
<i>Official Response Following an Inmate Report</i> <i>§ 115.62 Agency protection duties.</i>
When an agency learns that an inmate is subject to a substantial risk of imminent sexual abuse, it shall take immediate action to protect the inmate.
<i>Official Response Following an Inmate Report</i> <i>§ 115.63 Reporting to other confinement facilities.</i>
(a) Upon receiving an allegation that an inmate was sexually abused while confined at another facility, the head of the facility that received the allegation shall notify the head of the facility or appropriate office of the agency where the alleged abuse occurred.

(b) Such notification shall be provided as soon as possible, but no later than 72 hours after receiving the allegation.
(c) The agency shall document that it has provided such notification.
(d) The facility head or agency office that receives such notification shall ensure that the allegation is investigated in accordance with these standards.
<i>Official Response Following an Inmate Report § 115.64 Staff first responder duties.</i>
(a) Upon learning of an allegation that an inmate was sexually abused, the first security staff member to respond to the report shall be required to: (1) Separate the alleged victim and abuser; (2) Preserve and protect any crime scene until appropriate steps can be taken to collect any evidence; (3) If the abuse occurred within a time period that still allows for the collection of physical evidence, request that the alleged victim not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating; and (4) If the abuse occurred within a time period that still allows for the collection of physical evidence, ensure that the alleged abuser does not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating.
(b) If the first staff responder is not a security staff member, the responder shall be required to request that the alleged victim not take any actions that could destroy physical evidence, and then notify security staff.
<i>Official Response Following an Inmate Report § 115.65 Coordinated response.</i>
The facility shall develop a written institutional plan to coordinate actions taken in response to an incident of sexual abuse, among staff first responders, medical and mental health practitioners, investigators, and facility leadership.
<i>Official Response Following an Inmate Report § 115.66 Preservation of ability to protect inmates from contact with abusers.</i>
(a) Neither the agency nor any other governmental entity responsible for collective bargaining on the agency's behalf shall enter into or renew any collective bargaining agreement or other agreement that limits the agency's ability to remove alleged staff sexual abusers from contact with any inmates pending the outcome of an investigation or of a determination of whether and to what extent discipline is warranted.
(b) Nothing in this standard shall restrict the entering into or renewal of agreements that govern: (1) The conduct of the disciplinary process, as long as such agreements are not inconsistent with the provisions of §§ 115.72 and 115.76; or (2) Whether a no-contact assignment that is imposed pending the outcome of an investigation shall be expunged from or retained in the staff member's personnel file following a determination that the allegation of sexual abuse is not substantiated.
<i>Official Response Following an Inmate Report § 115.67 Agency protection against retaliation.</i>
(a) The agency shall establish a policy to protect all inmates and staff who report sexual abuse or sexual harassment or cooperate with sexual abuse or sexual harassment investigations from retaliation by other inmates or staff, and shall designate which staff members or departments are charged with monitoring retaliation.
(b) The agency shall employ multiple protection measures, such as housing changes or transfers for inmate victims or abusers, removal of alleged staff or inmate abusers from contact with victims, and emotional support services for inmates or staff who fear retaliation for reporting sexual abuse or sexual harassment or for cooperating with investigations.
(c) For at least 90 days following a report of sexual abuse, the agency shall monitor the conduct and treatment of inmates or staff who reported the sexual abuse and of inmates who were reported to have suffered sexual abuse to see if there are changes that may suggest possible retaliation by inmates or staff, and shall act promptly to remedy any such retaliation. Items the agency should monitor include any inmate disciplinary reports, housing, or program changes, or negative performance reviews or reassignments of staff. The agency shall continue such monitoring beyond 90 days if the initial monitoring indicates a continuing need.
(d) In the case of inmates, such monitoring shall also include periodic status checks.

(e) If any other individual who cooperates with an investigation expresses a fear of retaliation, the agency shall take appropriate measures to protect that individual against retaliation.
(f) An agency's obligation to monitor shall terminate if the agency determines that the allegation is unfounded.
<i>Official Response Following an Inmate Report</i> <i>§ 115.68 Post-allegation protective custody.</i>
Any use of segregated housing to protect an inmate who is alleged to have suffered sexual abuse shall be subject to the requirements of § 115.43.
<i>Investigations</i> <i>§ 115.71 Criminal and administrative agency investigations.</i>
(a) When the agency conducts its own investigations into allegations of sexual abuse and sexual harassment, it shall do so promptly, thoroughly, and objectively for all allegations, including third-party and anonymous reports.
(b) Where sexual abuse is alleged, the agency shall use investigators who have received special training in sexual abuse investigations pursuant to § 115.34.
(c) Investigators shall gather and preserve direct and circumstantial evidence, including any available physical and DNA evidence and any available electronic monitoring data; shall interview alleged victims, suspected perpetrators, and witnesses; and shall review prior complaints and reports of sexual abuse involving the suspected perpetrator.
(d) When the quality of evidence appears to support criminal prosecution, the agency shall conduct compelled interviews only after consulting with prosecutors as to whether compelled interviews may be an obstacle for subsequent criminal prosecution.
(e) The credibility of an alleged victim, suspect, or witness shall be assessed on an individual basis and shall not be determined by the person's status as inmate or staff. No agency shall require an inmate who alleges sexual abuse to submit to a polygraph examination or other truth-telling device as a condition for proceeding with the investigation of such an allegation.
(f) Administrative investigations: (1) Shall include an effort to determine whether staff actions or failures to act contributed to the abuse; and (2) Shall be documented in written reports that include a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings.
(g) Criminal investigations shall be documented in a written report that contains a thorough description of physical, testimonial, and documentary evidence and attaches copies of all documentary evidence where feasible.
(h) Substantiated allegations of conduct that appears to be criminal shall be referred for prosecution.
(i) The agency shall retain all written reports referenced in paragraphs (f) and (g) of this section for as long as the alleged abuser is incarcerated or employed by the agency, plus five years.
(j) The departure of the alleged abuser or victim from the employment or control of the facility or agency shall not provide a basis for terminating an investigation.
(k) Any State entity or Department of Justice component that conducts such investigations shall do so pursuant to the above requirements.
(l) When outside agencies investigate sexual abuse, the facility shall cooperate with outside investigators and shall endeavor to remain informed about the progress of the investigation.
<i>Investigations</i> <i>§ 115.72 Evidentiary standard for administrative investigations.</i>
The agency shall impose no standard higher than a preponderance of the evidence in determining whether allegations of sexual abuse or sexual harassment are substantiated.
<i>Investigations</i> <i>§ 115.73 Reporting to inmates.</i>
(a) Following an investigation into an inmate's allegation that he or she suffered sexual abuse in an agency facility, the agency shall inform the inmate as to whether the allegation has been determined to be substantiated, unsubstantiated, or unfounded.
(b) If the agency did not conduct the investigation, it shall request the relevant information from the investigative agency in order to inform the inmate.

<p>(c) Following an inmate's allegation that a staff member has committed sexual abuse against the inmate, the agency shall subsequently inform the inmate (unless the agency has determined that the allegation is unfounded) whenever:</p> <p>(1) The staff member is no longer posted within the inmate's unit;</p> <p>(2) The staff member is no longer employed at the facility;</p> <p>(3) The agency learns that the staff member has been indicted on a charge related to sexual abuse within the facility; or</p> <p>(4) The agency learns that the staff member has been convicted on a charge related to sexual abuse within the facility.</p>
<p>(d) Following an inmate's allegation that he or she has been sexually abused by another inmate, the agency shall subsequently inform the alleged victim whenever:</p> <p>(1) The agency learns that the alleged abuser has been indicted on a charge related to sexual abuse within the facility; or</p> <p>(2) The agency learns that the alleged abuser has been convicted on a charge related to sexual abuse within the facility.</p>
<p>(e) All such notifications or attempted notifications shall be documented.</p>
<p>(f) An agency's obligation to report under this standard shall terminate if the inmate is released from the agency's custody.</p>
<p style="text-align: center;"><i>Discipline</i> <i>§ 115.76 Disciplinary sanctions for staff.</i></p>
<p>(a) Staff shall be subject to disciplinary sanctions up to and including termination for violating agency sexual abuse or sexual harassment policies.</p>
<p>(b) Termination shall be the presumptive disciplinary sanction for staff who have engaged in sexual abuse.</p>
<p>(c) Disciplinary sanctions for violations of agency policies relating to sexual abuse or sexual harassment (other than actually engaging in sexual abuse) shall be commensurate with the nature and circumstances of the acts committed, the staff member's disciplinary history, and the sanctions imposed for comparable offenses by other staff with similar histories.</p>
<p>(d) All terminations for violations of agency sexual abuse or sexual harassment policies, or resignations by staff who would have been terminated if not for their resignation, shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to any relevant licensing bodies.</p>
<p style="text-align: center;"><i>Discipline</i> <i>§ 115.77 Corrective action for contractors and volunteers.</i></p>
<p>(a) Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with inmates and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.</p>
<p>(b) The facility shall take appropriate remedial measures, and shall consider whether to prohibit further contact with inmates, in the case of any other violation of agency sexual abuse or sexual harassment policies by a contractor or volunteer.</p>
<p style="text-align: center;"><i>Discipline</i> <i>§ 115.78 Disciplinary sanctions for inmates.</i></p>
<p>(a) Inmates shall be subject to disciplinary sanctions pursuant to a formal disciplinary process following an administrative finding that the inmate engaged in inmate-on-inmate sexual abuse or following a criminal finding of guilt for inmate-on-inmate sexual abuse.</p>
<p>(b) Sanctions shall be commensurate with the nature and circumstances of the abuse committed, the inmate's disciplinary history, and the sanctions imposed for comparable offenses by other inmates with similar histories.</p>
<p>(c) The disciplinary process shall consider whether an inmate's mental disabilities or mental illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed.</p>
<p>(d) If the facility offers therapy, counseling, or other interventions designed to address and correct underlying reasons or motivations for the abuse, the facility shall consider whether to require the offending inmate to participate in such interventions as a condition of access to programming or other benefits.</p>
<p>(e) The agency may discipline an inmate for sexual contact with staff only upon a finding that the staff member did not consent to such contact.</p>

(f) For the purpose of disciplinary action, a report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred shall not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation.
(g) An agency may, in its discretion, prohibit all sexual activity between inmates and may discipline inmates for such activity. An agency may not, however, deem such activity to constitute sexual abuse if it determines that the activity is not coerced.
<i>Medical and Mental Care</i>
<i>§ 115.81 Medical and mental health screenings; history of sexual abuse.</i>
(a) If the screening pursuant to § 115.41 indicates that a prison inmate has experienced prior sexual victimization, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a follow-up meeting with a medical or mental health practitioner within 14 days of the intake screening.
(b) If the screening pursuant to § 115.41 indicates that a prison inmate has previously perpetrated sexual abuse, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a follow-up meeting with a mental health practitioner within 14 days of the intake screening.
(c) If the screening pursuant to § 115.41 indicates that a jail inmate has experienced prior sexual victimization, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a follow-up meeting with a medical or mental health practitioner within 14 days of the intake screening.
(d) Any information related to sexual victimization or abusiveness that occurred in an institutional setting shall be strictly limited to medical and mental health practitioners and other staff, as necessary, to inform treatment plans and security and management decisions, including housing, bed, work, education, and program assignments, or as otherwise required by Federal, State, or local law.
(e) Medical and mental health practitioners shall obtain informed consent from inmates before reporting information about prior sexual victimization that did not occur in an institutional setting, unless the inmate is under the age of 18.
<i>Medical and Mental Care</i>
<i>§ 115.82 Access to emergency medical and mental health services.</i>
(a) Inmate victims of sexual abuse shall receive timely, unimpeded access to emergency medical treatment and crisis intervention services, the nature and scope of which are determined by medical and mental health practitioners according to their professional judgment.
(b) If no qualified medical or mental health practitioners are on duty at the time a report of recent abuse is made, security staff first responders shall take preliminary steps to protect the victim pursuant to § 115.62 and shall immediately notify the appropriate medical and mental health practitioners.
(c) Inmate victims of sexual abuse while incarcerated shall be offered timely information about and timely access to emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care, where medically appropriate.
(d) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.
<i>Medical and Mental Care</i>
<i>§ 115.83 Ongoing medical and mental health care for sexual abuse victims and abusers.</i>
(a) The facility shall offer medical and mental health evaluation and, as appropriate, treatment to all inmates who have been victimized by sexual abuse in any prison, jail, lockup, or juvenile facility.
(b) The evaluation and treatment of such victims shall include, as appropriate, follow-up services, treatment plans, and, when necessary, referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody.
(c) The facility shall provide such victims with medical and mental health services consistent with the community level of care.
(d) Inmate victims of sexually abusive vaginal penetration while incarcerated shall be offered pregnancy tests.
(e) If pregnancy results from the conduct described in paragraph (d) of this section, such victims shall receive timely and comprehensive information about and timely access to all lawful pregnancy-related medical services.
(f) Inmate victims of sexual abuse while incarcerated shall be offered tests for sexually transmitted infections as medically appropriate.

(g) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.
(h) All prisons shall attempt to conduct a mental health evaluation of all known inmate-on-inmate abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.
<i>Data Collection and Review</i> <i>§ 115.86 Sexual abuse incident reviews.</i>
(a) The facility shall conduct a sexual abuse incident review at the conclusion of every sexual abuse investigation, including where the allegation has not been substantiated, unless the allegation has been determined to be unfounded.
(b) Such review shall ordinarily occur within 30 days of the conclusion of the investigation.
(c) The review team shall include upper-level management officials, with input from line supervisors, investigators, and medical or mental health practitioners.
(d) The review team shall:
(1) Consider whether the allegation or investigation indicates a need to change policy or practice to better prevent, detect, or respond to sexual abuse;
(2) Consider whether the incident or allegation was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status; or gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility;
(3) Examine the area in the facility where the incident allegedly occurred to assess whether physical barriers in the area may enable abuse;
(4) Assess the adequacy of staffing levels in that area during different shifts;
(5) Assess whether monitoring technology should be deployed or augmented to supplement supervision by staff; and
(6) Prepare a report of its findings, including but not necessarily limited to determinations made pursuant to paragraphs (d)(1)-(d)(5) of this section, and any recommendations for improvement and submit such report to the facility head and PREA compliance manager.
(e) The facility shall implement the recommendations for improvement, or shall document its reasons for not doing so.
<i>Data Collection and Review</i> <i>§ 115.87 Data collection.</i>
(a) The agency shall collect accurate, uniform data for every allegation of sexual abuse at facilities under its direct control using a standardized instrument and set of definitions.
(b) The agency shall aggregate the incident-based sexual abuse data at least annually.
(c) The incident-based data collected shall include, at a minimum, the data necessary to answer all questions from the most recent version of the Survey of Sexual Violence conducted by the Department of Justice.
(d) The agency shall maintain, review, and collect data as needed from all available incident-based documents, including reports, investigation files, and sexual abuse incident reviews.
(e) The agency also shall obtain incident-based and aggregated data from every private facility with which it contracts for the confinement of its inmates.
(f) Upon request, the agency shall provide all such data from the previous calendar year to the Department of Justice no later than June 30.
<i>Data Collection and Review</i> <i>§ 115.88 Data review for corrective action.</i>
(a) The agency shall review data collected and aggregated pursuant to § 115.87 in order to assess and improve the effectiveness of its sexual abuse prevention, detection, and response policies, practices, and training, including by:
(1) Identifying problem areas;
(2) Taking corrective action on an ongoing basis; and
(3) Preparing an annual report of its findings and corrective actions for each facility, as well as the agency as a whole.

(b) Such report shall include a comparison of the current year's data and corrective actions with those from prior years and shall provide an assessment of the agency's progress in addressing sexual abuse.
(c) The agency's report shall be approved by the agency head and made readily available to the public through its website or, if it does not have one, through other means.
(d) The agency may redact specific material from the reports when publication would present a clear and specific threat to the safety and security of a facility, but must indicate the nature of the material redacted.
<i>Data Collection and Review</i>
<i>§ 115.89 Data storage, publication, and destruction.</i>
(a) The agency shall ensure that data collected pursuant to § 115.87 are securely retained.
(b) The agency shall make all aggregated sexual abuse data, from facilities under its direct control and private facilities with which it contracts, readily available to the public at least annually through its website or, if it does not have one, through other means.
(c) Before making aggregated sexual abuse data publicly available, the agency shall remove all personal identifiers.
(d) The agency shall maintain sexual abuse data collected pursuant to § 115.87 for at least 10 years after the date of the initial collection unless Federal, State, or local law requires otherwise.
<i>Audits</i>
<i>§ 115.93 Audits of standards.</i>
The agency shall conduct audits pursuant to §§ 115.401–.405.
<i>Auditing and Corrective Action</i>
<i>§ 115.401 Frequency and scope of audits.</i>
(a) During the three-year period starting on [INSERT DATE ONE YEAR PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER], and during each three-year period thereafter, the agency shall ensure that each facility operated by the agency, or by a private organization on behalf of the agency, is audited at least once.
(b) During each one-year period starting on [INSERT DATE ONE YEAR PLUS 60 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER], the agency shall ensure that at least one-third of each facility type operated by the agency, or by a private organization on behalf of the agency, is audited.
(c) The Department of Justice may send a recommendation to an agency for an expedited audit if the Department has reason to believe that a particular facility may be experiencing problems relating to sexual abuse. The recommendation may also include referrals to resources that may assist the agency with PREA-related issues.
(d) The Department of Justice shall develop and issue an audit instrument that will provide guidance on the conduct of and contents of the audit.
(e) The agency shall bear the burden of demonstrating compliance with the standards.
(f) The auditor shall review all relevant agency-wide policies, procedures, reports, internal and external audits, and accreditations for each facility type.
(g) The audits shall review, at a minimum, a sampling of relevant documents and other records and information for the most recent one-year period.
(h) The auditor shall have access to, and shall observe, all areas of the audited facilities.
(i) The auditor shall be permitted to request and receive copies of any relevant documents (including electronically stored information).
(j) The auditor shall retain and preserve all documentation (including, e.g., video tapes and interview notes) relied upon in making audit determinations. Such documentation shall be provided to the Department of Justice upon request.
(k) The auditor shall interview a representative sample of inmates, residents, and detainees, and of staff, supervisors, and administrators.
(l) The auditor shall review a sampling of any available videotapes and other electronically available data (e.g., Watchtour) that may be relevant to the provisions being audited.
(m) The auditor shall be permitted to conduct private interviews with inmates, residents, and detainees.
(n) Inmates, residents, and detainees shall be permitted to send confidential information or correspondence to the auditor in the same manner as if they were communicating with legal counsel.

(o) Auditors shall attempt to communicate with community-based or victim advocates who may have insight into relevant conditions in the facility.

<p style="text-align: center;"><i>Auditing and Corrective Action</i> <i>§ 115.402 Auditor qualifications.</i></p>
<p>(a) An audit shall be conducted by:</p> <p>(1) A member of a correctional monitoring body that is not part of, or under the authority of, the agency (but may be part of, or authorized by, the relevant State or local government);</p> <p>(2) A member of an auditing entity such as an inspector general's or ombudsperson's office that is external to the agency; or</p> <p>(3) Other outside individuals with relevant experience.</p>
<p>(b) All auditors shall be certified by the Department of Justice. The Department of Justice shall develop and issue procedures regarding the certification process, which shall include training requirements.</p>
<p>(c) No audit may be conducted by an auditor who has received financial compensation from the agency being audited (except for compensation received for conducting prior PREA audits) within the three years prior to the agency's retention of the auditor.</p>
<p>(d) The agency shall not employ, contract with, or otherwise financially compensate the auditor for three years subsequent to the agency's retention of the auditor, with the exception of contracting for subsequent PREA audits.</p>
<p style="text-align: center;"><i>Auditing and Corrective Action</i> <i>§ 115.403 Audit contents and findings.</i></p>
<p>(a) Each audit shall include a certification by the auditor that no conflict of interest exists with respect to his or her ability to conduct an audit of the agency under review.</p>
<p>(b) Audit reports shall state whether agency-wide policies and procedures comply with relevant PREA standards.</p>
<p>(c) For each PREA standard, the auditor shall determine whether the audited facility reaches one of the following findings: Exceeds Standard (substantially exceeds requirement of standard); Meets Standard (substantial compliance; complies in all material ways with the standard for the relevant review period); Does Not Meet Standard (requires corrective action). The audit summary shall indicate, among other things, the number of provisions the facility has achieved at each grade level.</p>
<p>(d) Audit reports shall describe the methodology, sampling sizes, and basis for the auditor's conclusions with regard to each standard provision for each audited facility, and shall include recommendations for any required corrective action.</p>
<p>(e) Auditors shall redact any personally identifiable inmate or staff information from their reports, but shall provide such information to the agency upon request, and may provide such information to the Department of Justice.</p>
<p>(f) The agency shall ensure that the auditor's final report is published on the agency's website if it has one, or is otherwise made readily available to the public.</p>
<p style="text-align: center;"><i>Auditing and Corrective Action</i> <i>§ 115.404 Audit corrective action plan.</i></p>
<p>(a) A finding of "Does Not Meet Standard" with one or more standards shall trigger a 180-day corrective action period.</p>
<p>(b) The auditor and the agency shall jointly develop a corrective action plan to achieve compliance.</p>
<p>(c) The auditor shall take necessary and appropriate steps to verify implementation of the corrective action plan, such as reviewing updated policies and procedures or re-inspecting portions of a facility.</p>
<p>(d) After the 180-day corrective action period ends, the auditor shall issue a final determination as to whether the facility has achieved compliance with those standards requiring corrective action.</p>
<p>(e) If the agency does not achieve compliance with each standard, it may (at its discretion and cost) request a subsequent audit once it believes that it has achieved compliance.</p>
<p style="text-align: center;"><i>Auditing and Corrective Action</i> <i>§ 115.405 Audit appeals.</i></p>
<p>(a) An agency may lodge an appeal with the Department of Justice regarding any specific audit finding that it believes to be incorrect. Such appeal must be lodged within 90 days of the auditor's final determination.</p>
<p>(b) If the Department determines that the agency has stated good cause for a re-evaluation, the agency may commission a re-audit by an auditor mutually agreed upon by the Department and the agency. The agency shall bear the costs of this re-audit.</p>

(c) The findings of the re-audit shall be considered final.
<i>State Compliance</i> <i>§ 115.501 State determination and certification of full compliance.</i>
(a) In determining pursuant to 42 U.S.C. 15607(c)(2) whether the State is in full compliance with the PREA standards, the Governor shall consider the results of the most recent agency audits.
(b) The Governor's certification shall apply to all facilities in the State under the operational control of the State's executive branch, including facilities operated by private entities on behalf of the State's executive branch.

Exhibit 1-B to Schedule A



PROGRAM A

CORRECTIONAL FACILITIES ADMINISTRATION (CFA)

SECURITY REGULATIONS

August 2014

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Module Description: This module provides standardized training and orientation training required for all contractors, vendors, skilled trades, construction workers, student interns and volunteers providing services at Correctional Facility Administration work sites. Topics included in this training program are searches, vehicles, tool control, contraband, prisoner contact, discriminatory harassment and emergencies.

Original Module Developers: *Contractual Workers Committee* Bonita Hoffner, Deputy Warden, LCF – Chairperson; Bryan Watson, Deputy Warden, ATF; Janette Price, Deputy Warden, MTU; Aaron Wemple, Assistant Deputy Warden, JCS; Steve Parks, Central Office Physical Plant; Joe Lemke, Central Office Training

Date Originally Developed - December 1998

Revisions Completed By: The Office of New Employee Training & Professional Development, Curriculum Unit with the assistance of Bonita Hoffner, Kevin Lindsey, Joe Lemke and Tom Mullaly.

Revised: August 2007; September 2010, April 2014

Target Audience: All contractors, vendors, skilled trades, construction workers, student interns and volunteers providing services at Correctional Facilities Administration work sites. Vendors who are under direct continuous supervision and/or escort are not required to attend this program.

Time Frame: Training time is 1 hour.

Materials Needed and Provided by The Facility: Computer with On-Line Training Access, Applicable Policies, Procedures and DOM's; Facility Operating Procedures.

Program Objective: At the completion of this training participants will have an understanding of security regulations necessary and that shall be followed when working in Michigan Department of Corrections work sites.

Overview of the Michigan Department of Corrections

THE MICHIGAN DEPARTMENT OF CORRECTIONS RESPONSIBILITY

The goal of the Michigan Department of Corrections is to provide the greatest amount of public protection while making the most efficient use of the State's resources. It meets its goal by ensuring that the state's judges and other criminal justice administrators have the broadest possible array of viable sentencing and sanctioning options, and by ensuring that appropriate supervision is maintained so that Michigan's neighborhoods, families and citizens can be protected.

Our vision is to protect the public and build trust within Michigan communities.

Our mission is to create a safer Michigan through effective offender management and supervision in our facilities and communities while holding offenders accountable and promoting their rehabilitation.

THE STRUCTURE

The Department gets its authority and the sources of influence on Department operations through the U.S. Constitution; Michigan Constitution and Michigan Compiled Law.

The Departments structure and direction for operations is provided through:

Administrative Rules, which interpret the laws for State Agencies.

Policy Directives (PD), which provide the Departments direction and focus.

Director's Office Memorandum (DOM), which are implemented as temporary policies when an immediate response is necessary in providing direction.

Operating Procedures (OP), which are written statements on how the policies are to be implemented.

The Director is the chief administrative officer of the Department and thus is responsible for the overall operation of the Department. The Director is appointed by the Governor.

The Department of Corrections is divided into Administrations. All correctional institutions operated by the Department are under the Correctional Facilities Administration (CFA), which is headed by a Deputy Director, who reports to the Chief Deputy Director and is responsible for the operation of all correctional institutions.

Each institution within the Correctional Facilities Administration (CFA) is administered by a Warden. The Warden is responsible for the overall operation of their institution.

In the absence of the Warden a designee will maintain responsibility over the operation of the institution.

For the purposes of this training we will refer to the Warden and their designee as the Facility Head.

Throughout this training we will frequently refer to the facility head, and policies. You know now that we are referring to the Warden or designee and the documents that give us our direction.

Approval Prior to Entering A Correctional Facility

APPROVAL PRIOR TO ENTERING A CORRECTIONAL FACILITY

Regardless of the purpose for entering a correctional facility, entry is only allowed when explicit approval has been given by the facility head. Paperwork should be filled out prior to coming on site.

Training must be completed in accordance with PD 02.05.100 New Employee Training Program and the current New Employee Training Plan.

The business that is being conducted, along with the type of contact that you will have with the offenders at a CFA facility will determine the necessary training that is required.

This program (Program A) is orientation training which is required for all contractors, vendors, skilled trades, construction workers, student interns and volunteers providing intermittent services.

Law Enforcement Information Network (LEIN) application and personal information is necessary in order to complete the approval process.

When applicable, an ID card is generated after being LEIN cleared by using the information from the form.

Regardless of the purpose for entering a correctional facility, only allowable items will be carried into and out of the facility. See OP

04.04.100 Gate Manifests and Attachment A, Allowable Items Without Gate Manifest.

According to PD 04.04.110, Contraband is property (items) which is not allowed on facility grounds by State law, Administrative Rule or Department policy or procedure.

Proper dress and equipment for duty while inside of a correctional facility is just as important as what is brought onto facility grounds and when left unattended can become contraband. Be sure not to leave items unattended and take everything out with you that you brought in.

Drugs and Alcohol are not to be brought onto state property, whether it is intended to be left in a vehicle or not.

Individuals who staff have a reasonable suspicion of their being under the influence of drugs and/or alcohol will not be allowed to enter into the facility.

Being “under the influence” is any behavior, actions, words, odor or other evidence which is indicative of an individual who is or has been using drugs and/or alcoholic beverages.

Reasonable suspicion is suspicion based on a specific fact or facts and rational inferences drawn from those facts, based upon the knowledge and experience of corrections staff.

Prescription and/or over the counter medications may be authorized to bring onto facility grounds as follows:

The allowable items list (Attachment A, OP 04.04.100) will describe what and how much over the counter medications are authorized.

Prescription medications may be allowable on facility grounds, but only with authorization as given by the facility head and an Administrative Manifest is required (See OP 04.04.100 – Gate Manifests).

Prescribed **medical marijuana is not** an allowable item even though it is prescribed.

All individuals entering onto correctional facility property are subject to search (See PD 04.04.110 Search and Arrests in Correctional Facilities). Anyone refusing to be searched will not be allowed entrance into the facility and will be asked to leave the property.

The Department's responsibility to manage and control the State's correctional facilities includes the duty to prevent contraband from entering those facilities.

Pursuant to MCL 800.281 et seq., it is a felony to bring any of the following items into a correctional facility or onto facility property where prisoners may have access to them without prior written permission of the Warden:

Any weapon, including a pocket knife, or other implement which may be used to injure another person or which may be used in aiding a prisoner to escape;

Any alcoholic beverage or poison, except that not more than two ounces of wine may be brought into a facility for use by a clergy member during religious ceremonies;

Any prescription drug or controlled substance without written certification of need from a licensed physician, except that prescription drugs and controlled substances may be brought into a correctional facility as medical supplies for that facility. The physician's written certification must include the name of the person prescribed the drug or controlled substance, the prescribed dosage and frequency, and the reason it was prescribed.

Controlled Substance is defined as a drug, substance, or immediate precursor as set forth in MCL 333.7201 to 333.7231, including heroin, cocaine, LSD, and marijuana.

In addition to those items prohibited by State law, Department policy prohibits other items from being brought into a correctional facility or on facility grounds.

Personal cellular telephones and pagers are prohibited.

Personal cellular telephones (PD 04.04.100 paragraph L.) are not permitted on facility grounds or regional offices except in a locked motor vehicle in designated parking areas and in secured areas designated by the Warden or the highest ranking supervisor of the regional office for this purpose (e.g., locked locker).

In the State of Michigan it is a felony to provide a cell phone to a prisoner under MCL 800.283a.

Audio or visual recording devices, including cameras, are prohibited unless approved by the Warden.

Tobacco products also are prohibited both inside a correctional facility and on facility grounds.

Visitors also are prohibited from bringing money into a correctional facility, except where allowed for use of vending machines.

Wardens may prohibit other items from being brought into their respective facilities; however, items may not be prohibited that are otherwise specifically allowed pursuant to Department policy.

Members of the public entering a correctional facility are subject to search in order to prevent the introduction of contraband. If a member of the public refuses to be searched, s/he will not be forced to submit unless a search warrant has been obtained, but entry into the secured area of the facility on that occasion shall be denied and s/he may be

required to leave the premises. A person subject to a clothed body search who is wearing clothing which prevents a thorough clothed body search also shall be denied entry and may be required to leave the premises.

Members of the Public are defined as visitors, volunteers, attorneys, contractors, elected state officials, and anyone else who is not an employee.

A pat-down search is defined as a brief manual and visual inspection of body surfaces, clothing, briefcases, and similar items. The only clothing items that may be required to be removed are outerwear (e.g., coats, jackets, hats) and shoes. All items shall be removed from pockets.

A clothed body search is defined as a thorough manual and visual inspection of all body surfaces, hair, clothing, wigs, briefcases, prostheses, and similar items and visual inspection of the mouth, ears, and nasal cavity. The only clothing items that may be required to be removed are outerwear (e.g., coats, jackets, hats), shoes, and socks; however, all items shall be removed from pockets.

All members of the public shall be required to walk through a screening device or submit to the use of a hand-held screening device prior to entering a CFA institution; however, this requirement may be waived by the Warden for anyone personally escorted by the Warden or his/her designee. Any personal property which is taken inside the security perimeter of a CFA institution shall be searched.

Vehicles on CFA Facility Property

VEHICLES ON CFA FACILITY PROPERTY

All vehicles that enter the property of a CFA facility must be properly licensed and registered.

All vehicles that enter the property and that are operated while at a CFA facility must be operated only by properly licensed and certified individuals.

All vehicles that are brought onto CFA facility grounds must be parked in authorized areas only.

If a vehicle is discovered in an area of the facility grounds which has been posted against trespassing, the vehicle and its occupants may be detained while the appropriate law enforcement agency is summoned.

All vehicles must be properly secured.

No keys left inside or outside of the vehicle.

Lockable doors and compartments.

Securable windows.

Vehicles entering in the security perimeter must have the steering wheel secured with a “Club” security device or similar device in accordance with the CFA facility operating procedure.

No unauthorized items are to be stored in the vehicle.

The appropriate law enforcement agency shall be called whenever a person is found to be in possession of a non-authorized alcoholic beverage, poisonous substance, controlled substance, prescription drug, or weapon(s).

Absolutely no weapons are to be carried onto facility grounds or left in a vehicle regardless of whether a valid CCW allows the weapon to be carried.

Vehicles are subject to search as follows:

If it is suspected that there is contraband in a vehicle on facility grounds that does not belong to an employee, the matter shall be referred to the appropriate law enforcement agency. Employees shall not search the vehicle.

Tools and Equipment

TOOLS AND EQUIPMENT

Each Correctional Facilities Administration (CFA) institution is required to control items transported through all pedestrian and vehicle entrances in order to reduce the risk of contraband being brought into the institution, to prevent theft of state property, and to provide a record system for all packages, supplies, and materials brought into or out of the institution.

Employees, vendors, contractors, and individuals engaged in official business carrying items not listed on the list of allowable items must obtain a Gate Manifest (CSJ-404) in order to bring those items through the gates of an institution. This gate manifest is intended for a one time through use.

In the event an item is authorized to be brought through the gates on a daily basis, an Administrative Manifest (CSJ-127) shall be used for this purpose.

A Warden/Deputy Warden may issue an Administrative Manifest to employees carrying authorized items through the gates of his/her facility.

No manifest will be issued for an item specifically prohibited by Department policy or procedure (e.g. cellular telephones, personal pagers, pocket knives).

All items being brought through the gates into the facility will be searched. This includes items carried in, and those being removed, from the secure perimeter.

The person to whom the manifest is issued must present it along with the transported items when entering or departing the secure perimeter.

The Department has a specific policy for tool control which categorizes tools into two categories, critical and dangerous tools. Tools must be used, accounted for, secured, and stored in accordance with PD 4.4.120 Tool Control.

Tools, tool boxes, and equipment of contract workers performing services inside an institution shall be inventoried and inspected prior to entry into and exit from the institution. Staff designated to escort workers within the facility shall ensure tools are controlled with proper security and safety procedures and work activities are confined to authorized areas.

Critical tools are as follows: Metal cutting tools, including hacksaws, metal cutting blades, chisels, files, bolt cutters, and pipe cutters. Powered hand tools, drills and drill bits. Portable jacks and hoists. Wrenches 14" in length or longer. Acetylene torches, cutting tips, gauges, torch parts, arc welders, plasma cutting equipment. Grinders, emery wheels and abrasive discs. Tubing, pipe and conduit benders. Utility and carpet knives. Explosively driven tools (e.g., ramset guns) and

ammunition. Ladders nine feet in height or higher. Wire cutters and other hand tools primarily designed to cut wire.

Dangerous tools are as follows: Hand tools readily usable or adaptable as weapons, escape equipment or to defeat locking or security systems. Examples include screwdrivers and pliers. Wrenches less than 14" in length. Ladders less than 9' in length. Emery cloth and sandpaper.

Electric grinders not in use shall be locked in place with power positively locked out.

Safe handling of tools and equipment by authorized, licensed and certified users is necessary to ensure everyone's safety.

OSHA/MIOSHA standards must be maintained.

Tools must be properly removed from a CFA facilities secured perimeter if storage is not available inside of the facility.

It is the responsibility of a company contracted to perform work at CFA facilities to provide MSDS for all chemicals that will be utilized while working at a facility.

Entrance Into and Exit Out of the CFA Facility

ENTRANCE INTO AND EXIT OUT OF THE CFA FACILITY

The facility head will ensure all individuals who are authorized entry into a correctional facility are advised of rules that they must follow while in the facility. The facility head may order any individual who disregards facility rules or the conditions under which entry was approved to immediately leave the facility.

Access is allowable only during approved days and hours of operation for contractors and their employees.

Access that is necessary outside of the approved days and times established for conducting business or completing the work requires special authorization from the facility head.

Use only authorized entrance and exit points into and out of the facility. Individuals who enter into and out of a CFA facility should use the main gate entrance.

Vehicle traffic that enters into and out of a CFA facility will use a sally port entrance. It is at these entrances that you will be registered and/or identified for entry. You and the items you take in or are bringing out will be searched at these points as well.

Staff escorts will be assigned, when necessary, at the point of entrance. You are to remain with the escort until you exit the facilities secured perimeter.

All areas of a CFA facility are restricted access areas except those which are specifically designated and authorized to complete the work you are there to do.

Utilizing authorized entrances/exits when entering or leaving buildings and work locations will aid in keeping workers out of restricted areas.

Consequences for non-compliance include being escorted off of the facility property and possibly having authorization for future access revoked by the facility head.

Persons found in restricted areas, on CFA facility property, without authorization may be arrested for trespassing under the trespassing laws relevant to corrections.

All workers who are expected on site should be present when they are expected. In the case of a no call/no show of expected workers, access may be denied.

Contact information will be provided when it is necessary for announcing delay's or absence of workers or work crews.

Overtime that is accrued by the facility to provide escorts for expected work within the facility may be charged to the contracted company when the schedule is not adhered to.

Personal Protection Devices (PPD)

PERSONAL PROTECTION DEVICES (PPD)

The purpose of a PPD is to offer access to an alarm system that alerts staff in the Control Center of the CFA facility that there is a problem and also provides a general location of where the PPD has been activated.

There are some facilities within CFA that do not require a PPD.

When a CFA facility provides a PPD, you will receive information on how to properly operate the PPD.

Generally a PPD has push button alert activation, a pull-pin alert activation or both.

Depending on the facilities operating procedure a PPD may or may not be issued.

CFA facilities require that the PPD be properly worn so that it does not become lost and so that it is accessible by the user.

A PPD is not to be left lying around anywhere inside or outside of the facility.

The PPD is issued at a designated point within a facility and is returned usually at the same point where it was issued.

PPD's are considered sensitive items and are accounted for on each shift; therefore, a PPD should not be removed from facility grounds for any reason.

Proper use of a PPD requires that it is only activated when staff assistance is necessary.

An emergency type situation can occur at any time while inside of a CFA facility. The following is a list of examples which constitutes an emergency:

Injury or illness,

Assault by a prisoner,

Becoming disoriented inside of the facility.

Areas covered with the PPD's ability to activate an alarm are determined by each facilities physical plant. Not all areas may be covered by PPD access. Information of this nature will be shared with each person that is required to wear a PPD.

When Authorized Items Become Contraband

WHEN AUTHORIZED ITEMS BECOME CONTRABAND

Any item that you bring into a CFA facility, which is either on the allowable items list or has been properly authorized using a Gate Manifest/Administrative Manifest, is considered contraband when accessed by an offender.

There are specific items which are brought into the facility for offenders only by using proper channels. Consequences of improper security and control of tools and equipment can include serious physical injury and in the most extreme case even death.

Tools and equipment can be utilized by offenders to commit assaults, attempt escapes or for use in conducting unauthorized activities.

Careful cleanup and accountability of ALL items, including residual parts and pieces that occur as a result of performing proper work procedures, is essential for everyone's safety.

Pick up all nails, screws, wires.

Clean up any broken glass.

Remove and discard binding straps.

Remove every item or properly discard all items in approved disposal containers that are brought inside of a secured perimeter.

Prisoner Contact – Sexual Abuse, Sexual Harassment, Overfamiliarity and Unauthorized Contact

Prison Contact - Sexual Abuse, Sexual Harassment, Overfamiliarity and Unauthorized Contact

The Michigan Department of Corrections is committed to ensuring the safe and humane treatment of prisoners and a safe environment for all prisoners. An important part of a safe and humane environment includes being free from sexual abuse and sexual harassment.

The Department enforces a zero tolerance standard for staff, contractual employees, and volunteers to engage in sexual abuse, sexual harassment and overfamiliarity with prisoners.

Sexual abuse is a term used to describe certain kinds of prohibited behavior. Sexual abuse includes non-consensual sexual acts and sexual harassment. Based upon an imbalance of power, sexual relationships between staff, contractual employees, and volunteers with a prisoner are NEVER consensual.

Sexual abuse of a prisoner by a staff member, contractor, or volunteer includes any of the following acts, with or without consent of the prisoner:

Sexual Conduct with Offender or Overly-Familiar or Unauthorized Conduct/Sexual Relationship

- (1) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- (2) Contact between the mouth and the penis, vulva, or anus;

(3) Contact between the mouth and any body part where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;

(4) Penetration of the anal or genital opening, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;

(5) Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;

(6) Any attempt, threat, or request by a staff member, contractor, or volunteer to engage in the activities described in paragraphs (1) through (5) of this section;

(7) Any display by a staff member, contractor, or volunteer of his or her uncovered genitalia, buttocks, or breast in the presence of a prisoner, detainee, or resident, and (8) Voyeurism by a staff member, contractor, or volunteer which means an invasion of privacy of a prisoner for reasons unrelated to official duties, such as peering at a prisoner who is using a toilet in his or her cell to perform bodily functions; requiring a prisoner to expose his or her buttocks, genitals, or breasts; or taking images of all or part of a prisoner=s naked body or of a prisoner performing bodily functions.

Sexual Harassment

Verbal comments or gestures of a sexual nature to a prisoner by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

Reporting Requirements

Anyone who observes sexual abuse/sexual harassment or receives an allegation of sexual abuse/sexual harassment, must report it to the appropriate supervisor immediately.

In addition to the Department's policy requirement that all allegations of sexual abuse, including sexual harassment, must be reported the Department is also required by federal and state law to report sexual abuse to outside authorities.

Sexual activity against a prisoner which may constitute a felony shall be reported to appropriate law enforcement authorities. For example, Michigan law MCL 750.520c provides that employees, contractual employees, or volunteers who engage in sexual contact with prisoners can be charged with a felony, Criminal Sexual Conduct in the second degree.

All reported allegations of sexual abuse/sexual harassment, shall be referred to the Internal Affairs section for investigation. All allegations shall also be referred to the Michigan State Police or other appropriate

law enforcement agency for investigation in accordance with policy and law.

In addition to reporting incidents of sexual abuse to the Michigan State Police, the Department must report all allegations of sexual abuse to the county department of social services of the county in which the abuse is suspected of having or believed to have occurred.

A contractual employee or volunteer who engages in sexual abuse/sexual harassment will be prohibited from providing services within any Department correctional facility.

Remember:

Treat any suggestion or allegation of sexual assault, abuse, or contact as serious.

A report of sexual abuse by a prisoner is to be kept confidential and shared only according to policy and law.

Overfamiliarity or Unauthorized Contact

The Department also enforces a zero tolerance standard for staff, contractual employees, and volunteers to engage in overfamiliarity with prisoners.

Overfamiliarity involves staff, contractual employees, and volunteers engaging in, or attempting to engage in conduct likely to result in intimacy or a close personal relationship with a prisoner. The following

behavior between staff, contractual employees, and volunteers and prisoners is prohibited:

- a. Exchanging personal letters or gifts.
- b. Requesting or granting special favors.
- c. Discussing personal matters, unless specifically related to a prisoners case.
- d. Engaging in horseplay.
- e. Flirting.
- f. Addressing each other by first name or a nickname.

Overfamiliarity or Unauthorized Contact with an offender includes the following types of relationships and behaviors:

Engaging in overfamiliarity with an offender, or a family member or listed visitor of an offender.

Having a personal relationship with an offender, the offender's family, or visitors at the facility you are working. Where such cases arise that there is already a personal relationship established prior to working at the facility, this information must be disclosed to include the name, number and location of the offender.

Making contact with any offender, family member of an offender or a listed visitor of an offender outside the regular performance of the job.

Giving or receiving letters, money, personal mementos, telephone numbers, legal or other services to or from an offender or a family member or a listed visitor of an offender.

Conversation of a sexual or romantic nature. Sexual abuse or sexual harassment of an offender's family members or listed visitors.

Financial involvement with offenders, family members of offenders, or listed visitors.

Giving or receiving messages, pictures or goods.

If unavoidable contact is made with an offender, a family member of an offender or a listed visitor of an offender, such contact must be reported in writing to the facility head through proper channels.

Allowable contact is defined based on the type of work you are conducting at the CFA facility. Any contact outside of the work you are doing could be inappropriate contact.

Offenders may try to have a conversation with you through a fence or by yelling across the yard. DON'T DO IT.

Generally an offender will not attempt to have an inappropriate conversation when staff are around.

Reporting contact or attempts to contact is required at any time an offender attempts to have a conversation, asks you to do something for them, asks you to bring something to them or asks you to contact someone for them.

Consequences of unauthorized contact or overfamiliarity will lead to being escorted out of the facility and possibly not being able to work at any other Department facility.

If the overfamiliarity is deemed a felony, the case will be turned over to the Michigan State Police or other appropriate Law Enforcement Agency and could lead to prosecution and incarceration for up to 15 years in prison.

Do's and Don'ts of working in a CFA facility are as follows:

DO stay with your escorting staff member.

DO dress appropriately for your job:

- Clean shirt and pants
- Under garments worn
- Clothing which is loose fitting
- Clothing which does not expose

DO consider where you are working.

DO ask questions about everything.

DO report everything unusual or questionable.

DO refer visitors to staff if they ask questions.

Don't leave tools & equipment unsecured. Make sure tools are inventoried.

Don't talk or visit with prisoners.

Don't do anything if the emergency siren sounds. You will receive direction from staff on what action to take.

Don't come to the facility without proper identification.

Don't bring any controlled items such as, butane lighters, knives, liquor, weapons, ammunition, dice, cameras or anything else into the prison.

Don't give money, cigarettes or any other items to prisoners.

Don't accept gifts or take anything from prisoners.

Don't carry any items of mail into or out of the prison for any prisoners.

Don't enter any area of the prison without staff permission or escort.

Don't forget you may be searched at any time entering, exiting or while you are inside the prison.

Don't bring any of the following items to the prison in your vehicle: firearms, weapons, ammunition, liquor or cameras.

Don't leave your keys in your vehicle.

Don't leave your vehicle unsecured (unlocked) on prison property.

Don't attempt to enter or exit the prison at any place other than where you are instructed to do so by staff.

Don't smoke or (chew tobacco) on prison property.

Don't forget to ask for staff assistance if you don't understand any of these rules.

Emergencies

EMERGENCIES

Sirens sounding inside of a CFA facility indicate a number of situations depending on what the siren sounds like.

The procedures to follow when a siren is sounded will be issued to you from the facility you are working.

Staff will direct you on what to do and where to go.

Each CFA facility is required to conduct a siren test monthly which may require non-employee's of the facility to exit the secured perimeter. This will cause a "work stop" for a couple of hours when this occurs.

When medical emergencies occur you should report it verbally to the nearest staff member, activate your PPD or use a nearby telephone. Do not attempt to leave the area unless none of the options mentioned are available.

Work Site Protocols

WORKSITE PROTOCOLS

Harassment of any kind is not tolerated at any Department facility.

The definition that the Department recognizes as being discriminatory harassment is: Unwelcome advances, requests for favors, and other verbal or non-verbal communication or conduct (e.g., comments, innuendo, threats, jokes, pictures, and gestures) based on race, color, national origin, disability, sex, sexual orientation, age, height, weight, marital status, religion, genetic information or partisan considerations.

Forms of harassment include but are not limited to: discriminatory harassment and sexual harassment.

Consequences of harassment are both personal and professional. Such actions can lead to civil suits as well as felony convictions.

Reporting harassment (i.e. victim of or witness to) should be done through proper channels. Any supervisor at a CFA facility is trained in proper reporting of complaints.

Authorized break areas/restrooms are to be the only areas utilized by non-employees of CFA facilities. This will help to ensure that restricted areas are not visited by unauthorized personnel.

Telephones for personal and business use will be as directed by the facility head.

Health care staff is not available for the purpose of providing care to anyone at CFA facilities except offenders.

Onsite care is not authorized for use unless it is a life or death emergency.

Locations that are available within the community can be utilized in accordance with their policies and ambulance services, if necessary, will be utilized in accordance with their policies as well.

CFA facilities have a Warden and Administrators assigned to act as facility heads. The Warden is the facility head and when absent assigns their designee.

The facility head has full rights to the facility. Some of those rights include and are not limited to:

Revoking permissions.

Adjusting authorities.

Alter working hours and days.

All items and personnel that are allowed inside.

Tours are not allowed without explicit authorization.

Proper authority is necessary for all activities and items as well as personnel for entrance into, exit out of and while on the grounds of any facility.

The facility Inspector is the person of contact for all questions, concerns and approvals.

Contact information for key personnel of the facility should be made available while you are working at the CFA facility.

Work place safety is covered by Civil Service Commission Rule 2-20.

Rule 2-20 prohibits employees from (1) engaging in acts of violence and threats of violence and (2) possessing or carrying firearms or explosives unless expressly authorized by the appointing authority.

Rule 2-20 requires employees to report violations involving acts or threats of violence or possessing or carrying firearms or explosives. If an employee becomes aware of an act of violence or a threat of violence, the employee shall immediately report the act or threat to the appointing authority or the appointing authority's designee.

Consequences of violating Rule 2-20 will include being escorted from facility grounds, possibly not being approved for work at any Department facility and may be referred to the Michigan State Police or other appropriate Law Enforcement Agency which could lead to a felony conviction.

Health and Safety requirements.

The Department is required by OSHA/MIOSHA standards to ensure the safety of its employees be maintained in accordance with applicable standards.

Reporting violations, hazards, emergencies and concerns should be done through proper channels which begins with the CFA facility head.

Consequences of non-compliance to MIOSHA standards, Department rules and any other applicable entity will be determined based on the circumstances and the issue at hand as well as in accordance with the stated standards.

Conclusion

CONCLUSION

After completing this training it may seem as if there are so many rules to working inside a CFA facility that it may be intimidating. To simplify things remember these keys:

You are working inside of a correctional facility (a prison) where everything you say and do will be observed.

If you have contact with offenders, offender's families etc. outside of your regular job duties report it to your supervisor.

If you are unsure about anything ask a staff member for assistance.

Don't give or leave anything for an offender and don't take anything from an offender.

The remainder of the orientation program should be used to answer and/or clarify any questions and to address other issues which may be specific to a particular work site.

ACKNOWLEDGMENT

I acknowledge that I have received a copy of, have read, understand and agree to abide by the CFA Security Regulations and PREA Federal Register. If I have any questions, I will ask my supervisor/manager.

Print Employee Name

Employee Signature

Date

Exhibit 2 - Vendor Rules & Regulations



MICHIGAN DEPARTMENT OF CORRECTIONS VENDOR RULES & REGULATIONS

(Rev. April 2022)

Contractors providing services to the Michigan Department of Corrections (MDOC) under a Contract, Purchase Order, Delivery Order, Memorandum of Understanding, Grant, or other agreements are subject to the following rules, standards, and procedures. Due to the sensitive nature of the involved work, Contractor and MDOC have agreed that all Contractors and Subcontractors shall abide by the following rules and regulations to ensure the safety of the Contractor, Subcontractors, Offenders, and MDOC employees. Any violation of the MDOC Vendor Rules and Regulations may result in a Stop Order being issued against the Contractor, the Contractor's removal from his/her assignment under the agreement and may result in additional sanctions from law enforcement.

Definitions

Contraband: Any article not specifically authorized by policy including Contractor personal property. (See Attachment A for permissible items allowed into a facility without a gate manifest.)

Contractor: an individual employed by a company, agency, or vendor that are contracted to provide services to the Michigan Department of Corrections or their sub-contractors.

Contractor Permitted Items:

(CFA)

See Attachment A – Allowable Items Without Gate Manifest.

(FOA)

Contractors are permitted to take the following items in a FOA office: photo ID, money, cell phone (Contractors are prohibited from recording audio or video with cellular devices).

Correctional Facilities Administration (CFA): Contractors who enter and provide services within the secure perimeter of an MDOC correctional facility are categorized as CFA Contractors.

Discriminatory Harassment: Unwelcome advances, requests for favors, other verbal or non-verbal communication or conduct based on religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, disability, or genetic information.

Facility: Any property owned, leased, or occupied by the MDOC.

Field Operations Administration (FOA): Contractors who provide services in the community are categorized as FOA Contractors.

MDOC: Michigan Department of Corrections.

MDOC Program Manager: Individual appointed by the State to monitor and coordinate the day-to-day activities of the Contract.

Offender: A prisoner or parolee under the jurisdiction of the MDOC or housed in a MDOC facility, a probationer who is supervised by an employee of the MDOC, or any person referred to the MDOC by the courts for investigation or supervision.

Offender Contact Disclosure for Contractors Form: Form completed at the time of initial LEIN clearance and renewed as needed as circumstances change. Contractors are required to disclose relation, acquaintance, or active communication with offenders under MDOC jurisdiction at any time during their performance on the contract. Failure to disclose this information may result in disqualification from working on MDOC deliverables. Disclosure of offender contact will result in a review process which may also disqualify the disclosing contractor from working on MDOC deliverables.

Overfamiliarity: Conduct that has resulted in, or is likely to result in, a personal non-work-related association or intimacy. Establishing a friendship, mutual attraction, or intimate relationship with an offender, is strictly prohibited. Examples include, but are not limited to:

- Conduct which has resulted in or is likely to result in intimacy, a close personal or non-work-related association
- Being at the residence of an offender outside of routine work duties
- Being at the residence of an offender's family outside of routine work duties
- Giving or receiving non-work-related letters, messages, money, personal mementos, pictures, telephone numbers, to or from an offender or a family member of a listed visitor of an offender
- Exchanging hugs with an offender
- Dating or having sexual relations with an offender

Procurement, Monitoring, and Compliance Division (PMCD): Unit that provides oversight to MDOC contracts and ensures that Contractors are delivering services according to contract requirements.

Stop Order: A notice that is posted at a worksite prohibiting an individual from entering or being allowed on the grounds of an MDOC worksite.

Vendor: A company or agency who employs individuals who provide contracted services to the MDOC or their sub-contractors.

Vendor Supervisor: The Vendor's main point of contact to monitor and coordinate the day-to-day activities of the Contract.

General Requirements

MDOC Rules, Regulations, Policies, and Procedures. Contractors will comply with all rules, regulations, and policies of the State that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access, building security procedures, including the restriction of access by the State to certain areas of its premises or systems, and

general health and safety practices and procedures. This Vendor Rules and Regulations document serves as the initial communication of MDOC Rules, Regulations, Policies, and Procedures with the possibility of additional communication to follow.

Background Checks. The State, in its sole discretion, may perform background checks on Contractors.

Contractor Roster. To assist PMCD in maintaining complete and accurate contractor files and identifying those who access secure correctional facilities, criminal justice information, and have contact with offenders, Contractors are required to update contact information and additional information upon request.

Training Requirements. In accordance with MDOC instruction, Contractors providing services to the MDOC must complete applicable MDOC assigned training prior to providing services under the contract and annually thereafter. The training assigned to Contractors is specific to worksite, level of offender contact, access to MDOC data, and the services provided under the contract. For Contractors who have no offender contact and no access to MDOC properties or data, training may not be a requirement.

Discrimination. Contractors shall not discriminate against a person on the basis of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, disability, or genetic information.

Political Activities. Contractors cannot proselytize for any political group while providing services for the MDOC or at the location of where services are provided to the MDOC.

Conflict of Interest. If a Contractor has a family member or friend who is incarcerated, on parole or probation he/she must immediately notify their Contractor Supervisor, MDOC Contract Representative, and complete the Offender Contact Disclosure for Contractors form for proper assignment to avoid a conflict of interest.

Public Information. Contractors are not authorized to make public statements on behalf of the MDOC.

Role Model. Contractors serve as role models to offenders and must act in a professional manner at all times. Any arrest, citation, issuance of a warrant for a felony or misdemeanor offense or issuance of a personal protection order against the Contractor must be immediately reported to his/her Vendor Supervisor and MDOC Program Manager. Any action or inaction by a Contractor which jeopardizes the safety or security of the facility, MDOC employees, the public or offenders is prohibited.

Fitness for Duty. Contractors are required to be physically and mentally fit to perform their job duties. If you do not believe you are mentally or physically fit, please report this issue to your Vendor Supervisor and MDOC Program Manager. Contractors shall immediately notify their Vendor Supervisor and MDOC Program Manager if they are taking medication which may interfere with their work responsibilities. Additionally, Contractors must adhere to MDOC COVID-19 protocols and testing measures.

Use of Leave/Notice of Absence. Contractors are required to obtain preapproval of leave from their immediate Vendor Supervisor and/or on site MDOC Supervisor if applicable.

Punctuality. Regular attendance and punctuality are required of all Contractors. All Contractors are expected to adhere to the work schedule approved by their supervisor and to be at their assignment at the start of their shift or workday. In addition, all Contractors must adhere to specific facility procedures for attendance accountability.

Jail Time or Other Restricted Supervision. No Contractor shall be allowed to provide services to an offender while under electronic monitoring supervision or device, house arrest, or sentenced to jail time even if granted a work release.

ADA Compliance. Contractors shall contact their employing Vendor for ADA issues and follow their Vendor's Disability Accommodation request process. Due to potential custody and security issues, the Vendor shall include the PMCD Contract Manager and MDOC Equal Employment Opportunity Officer in the interactive process. Any costs associated with the accommodation are the responsibility of the Contracting Vendor, not the MDOC. If a Vendor has approved a reasonable accommodation their staff, PMCD shall be notified.

Possession and/or Use of Medication. Contractors shall immediately notify their Vendor Supervisor and MDOC Program Manager if taking prescribed medication which may interfere with the Contractor's work responsibilities. In addition, any Contractor who has duties involving the direct management or observation of offenders shall immediately provide written notice of a prescribed medication that could reasonably be expected to affect the work performed. Such medication includes, but is not limited to narcotic pain medication, psychotropic medication, mood altering medication, and antihistamines.

Prison Rape Elimination Act of 2003 (PREA), 42 U.S.C. § 15601

A. Contractors shall comply with the Final Rule implementing PREA, all applicable PREA standards and the agency's policies. Contractors shall make itself familiar with and at all times shall observe and comply with all PREA regulations that in any manner affect the performance under this Contract. Failure to comply with the PREA standards and related policies of the MDOC will be considered a breach of contract and may result in termination of the contract.

B. Contractors who may have contact with prisoners must complete PREA training prior to providing services.

C. As is deemed necessary, the MDOC Program Manager will provide the Contractor with current copies of all PREA documents via email. Any revisions to the documents will be emailed to the Contractor throughout the contract period, and the Contractor must comply with all documentation provided.

D. The Contractor must report any information concerning violations of PREA as soon as made aware of the alleged occurrence to the MDOC immediately.

Contractor Work Rules

1. **Humane Treatment of Individuals.** Contractors are expected to treat individuals in a humane manner in the workplace or while on duty. Examples of actions of a Contractor in violation of this rule include but is not limited to any action, language, or behavior that causes intimidation, humiliation, degradation, or belittlement of another person or group, displaying a weapon or object for the purpose of intimidation, and invoking unnecessary or unreasonable rules and requests.

2. **Use of Personal Position for Personal Gain.** Contractors shall not engage in actions that could constitute the use of their position for personal gain. Examples of actions of a Contractor in violation of this rule include but is not limited to obtaining goods or services that would not otherwise be available to the Contractor, displaying department issued credentials or referencing employment for non-work-related reason, and obtaining information, assistance, or leniency from other law enforcement or criminal justice agencies.
3. **Discriminatory Harassment.** Contractors shall not engage in discriminatory harassment which includes but is not limited to, unwelcomed advances, requests for favors, other verbal or non-verbal communication or conduct based on religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, disability, or genetic information.
4. **Misuse of State or Other Agency Property or Equipment.** Contractors shall not misuse State or Vendor property. Examples of actions of a Contractor in violation of this rule include but is not limited to use of computer for personal or unauthorized purposes, inappropriate use of the internet, and removal of items from State or Vendor premises without authorization.
5. **Conduct Unbecoming.** Contractors shall not behave in an inappropriate manner that may harm or adversely affect the reputation or public perception of the MDOC. Contractors are expected to be professional at all times. Contractors are also expected to support and uphold the law through their actions and personal conduct. In instances where a Contractor is arrested or charged with a criminal offense, this incident shall be reported to the Contractor's Vendor Supervisor and the MDOC Program Manager.
6. **Physical Contact.** Inappropriate physical contact is prohibited. Examples include but are not limited to, inappropriately placing of hands on another person, horseplay, or other types of body contact, including body contact with an object.
7. **Confidential Nature of Records.** Contractors shall respect the confidentiality of other Contractors, MDOC staff, and offenders. Contractors shall not share confidential information, health care information, or other information and reports to unauthorized persons.
8. **Use of Health Care Services.** Contractors shall only use the facility health care services in cases of emergency, and medical stabilization for serious on-the-job injuries.
9. **Class II Insubordination.** Willful acts of Contractors contrary to management directives that may compromise the MDOC's ability to carry out its responsibilities, such as operation of safe and secure facilities or protection of the public, are prohibited.
10. **Class I Insubordination.** Contractors are prohibited from failing to immediately follow management directives.
11. **Searches While on Facility Property.** All Contractors are subject to authorized searches while on facility property. Contractors who refuse to submit to, avoid or interfere with an authorized search will be relieved of providing services immediately pending investigation.

- 12. Responding or Providing Assistance.** All Contractors of the MDOC, regardless of classification, have security responsibility. Contractors shall immediately respond to any request for assistance, including emergency preparedness drills and mobilizations. A Contractor shall come to the assistance of other Contractors, offenders, visitors, volunteers, etc., who are in distress, in an escalated situation, at risk of suffering harm or injury or in an emergent situation.
- 13. Work Rule Rescinded.**
- 14. Work Rule Rescinded.**
- 15. Work Rule Rescinded.**
- 16. Criminal Acts - Felony.** Contractors shall not engage in any conduct which results in a felony conviction (including diversion programs), whether by guilty plea, no contest plea, delayed or deferred sentence or trial. Contractors shall report any felony arrest, charge, or convictions to their Vendor Supervisor and MDOC Program Manager within 24 hours.
- 17. Controlled Substance/Intoxicant – Possession, Introduction, or Attempted Introduction.** Possessing, introducing, or attempting to introduce controlled substances or intoxicants into any facility where offenders are supervised shall result in discharge and possible referral for prosecution. Contractors are responsible for any item in their area of control which includes, but is not limited to, the automobile they have driven, their clothing, and within purses and briefcases.
- 18. Use of Alcohol or Controlled Substance.** Contractors are prohibited from consuming alcohol or any controlled substance while on duty or on breaks. Contractors who report for duty with alcohol on his/her breath or when suspected of being under the influence of alcohol or a controlled substance, may be immediately removed from providing services. Contractors are subject to random, reasonable suspicion, pre-appointment, post-accident, and follow-up drug and alcohol testing protocol.
- 19. Work Rule Rescinded.**
- 20. Introduction or Possession of Contraband Items (CFA).** Contractors shall not introduce or possess unauthorized items such as escape paraphernalia, weapons, facsimiles of weapons, ammunition, wireless communication devices, cell phones, tobacco, or facsimiles of tobacco products in any facility where offenders are housed. Contractors are responsible for any item in their area of control which includes, but is not limited to, their clothing and within purses and briefcases.
- 21. Contraband in Vehicle on the Premises of a Facility Housing Offenders.** Contractors are responsible for ensuring that unauthorized items such as alcohol, controlled substances, weapons, ammunition, or facsimiles thereof are not in their vehicle.
- 22. Misdemeanor or Other Restrictions.** Any conduct by a Contractor which results in a misdemeanor conviction (including diversion programs), whether by guilty plea, no-contest plea, delayed or deferred sentence, or trial is prohibited. Exceptions include animal control misdemeanors, insurance related misdemeanors, and license related

misdemeanors. Contractors shall report any misdemeanor arrest, charge, or convictions to their immediate Vendor Supervisor and MDOC Program Manager within 24 hours.

23. Work Rule Rescinded.

24. Work Rule Rescinded.

25. Work Rule Rescinded.

26. Entry and Visiting in a Facility. Contractors shall not visit non-public areas of a facility where offenders are housed for non-work-related purposes without prior approval of their Vendor Supervisor and MDOC Program Manager. Contractors who have family members incarcerated with the MDOC must complete the Offender Contact Disclosure for Contractors form and obtain MDOC approval prior to visiting an offender. Contractors visiting any facility where offenders are housed shall sign the facility visitor's log.

27. Dereliction of Duty. Contractors shall fully perform their job duties. Any action or omission of a Contractor indicating neglect of his/her job duties, including but not limited to safe and proper care and control of offender's health and well-being will be considered dereliction of duty.

28. Use of Force. Contractors shall use the least amount of force necessary to perform their duties. Contractors may act to reasonably to protect themselves and others from harm.

29. Work Rule Rescinded.

30. Duty Relief and Exchange of Duties. Contractors shall not leave an assignment or exchange duties without prior relief or authorization from their immediate Vendor Supervisor or MDOC Supervisor if applicable.

31. Security Precautions. Contractors shall take reasonable security precautions to ensure the safety and security of employees, the public, and offenders. Examples include but are not limited to, loss of security equipment (keys, tools, etc..), propping open security doors or doors that should remain locked, allowing an unknown or unidentified individual access into a building, and unauthorized distribution of MDOC exempt policy directives/operating procedures.

32. Attention to Duty. Contractors shall remain alert while on duty. Sleeping or failure to properly observe an assigned area or offenders are examples of inattention to duty and are prohibited. Items that detract from the alertness of a Contractor are prohibited. These items include but are not limited to unauthorized electronic devices, computer games, books, pamphlets, newspapers, or other reading materials while on duty.

33. Reporting Violations. Contractors shall immediately report the conduct of another Contractors or MDOC Employees that is in violation of MDOC rules, policies, and procedures. Contractors must report conduct involving drugs, escape, sexual misconduct, sexual harassment, workplace safety or excessive use of force. A complete written report of the approach must be made no later than the end of the Contractor's workday.

- 34. Reporting Approach to Introduce Contraband, Violate Rules, Policies, Procedures, Director's Office Memorandums and Manuals.** Contractors shall report each time they are approached to introduce contraband or violate rules, policies, procedures, Director's Office Memorandums, or manuals. A verbal report of the approach shall be made immediately to the Vendor Supervisor, MDOC Program Manager, and on site MDOC staff with a complete written report of the approach must be made no later than the end of the Contractor's workday.
- 35. Work Rule Rescinded.**
- 36. Work Rule Rescinded.**
- 37. Work Rule Rescinded.**
- 38. Reporting Requirements.** Contractors shall timely submit accurate and complete oral and written reports when required by MDOC policy, procedure, or when requested by supervisor or other authorized personnel. Failure to provide reports that are accurate and complete is a violation of this work rule. Vendors shall ensure their Contractor's complete reports as requested by the MDOC.
- 39. Work Rule Rescinded.**
- 40. Work Rule Rescinded.**
- 41. Work Rule Rescinded.**
- 42. Contractor Uniform Requirements.** Contractors must wear their required uniforms as approved by the Vendor and the MDOC. Contractors will not be permitted to enter the facilities or interact with offenders without the proper Vendor approved uniform/work attire. Examples of inappropriate attire are cut-off shorts, tube tops, bathing suits, see-through clothing, excessively ripped clothing, etc. Shirts and shoes are required.
- 43. Work Rule Rescinded.**
- 44. Work Rule Rescinded.**
- 45. Work Rule Rescinded.**
- 46. Work Rule Rescinded.**
- 47. Falsifying, Altering, Destroying, Removing Documents or Filing False Reports.** Contractors shall not falsify, alter, destroy, or remove documents, logbooks, data entries, reports, receipts, etc... from the facility or office. Fraudulent reporting of a Contractor's time is expressly prohibited. Contractors who file a false compliant will be considered to be in violation of this rule.
- 48. Giving or Receiving Gifts or Services.** Contractors are prohibited from exchanging with, giving to, or accepting any gifts or services from offenders or an offender's family. This includes but is not limited to food and beverage items, shoeshines, clothing, paper products, stamps, delivering letters/correspondence, etc.

49. Work Rule Rescinded.

50. Overfamiliarity or Unauthorized Contact. Contractors are prohibited from engaging in over-familiarity or non-work relationships with an offender, or an offender's family member, known acquaintance or listed visitor. For Contractors with relationships with active MDOC offenders or offender's family, the completion of the Offender Contact Disclosure for Contractors form must be completed. This form is included at the time of LEIN clearance and renewed as needed as circumstances change. Contractors are required to disclose relation, acquaintance, or active communication with offenders under MDOC jurisdiction at any time during their performance on the contract.

51. Sexual Abuse of Offender. Contractors shall not engage in sexual abuse of an offender.

52. Sexual Harassment of Offender. Contractors shall not engage in sexual harassment of an offender. Contractors shall not assist, advise, or encourage another to engage in sexual harassment, nor shall they assist the violator in avoiding discovery. Sexual harassment can include, but is not limited to, verbal or written statements of a sexual nature, demeaning references to gender or derogatory verbal or written statements about body or clothing, and profane or obscene language or gestures of a sexual nature.

53. Workplace Safety. Threats made by Contractors such as bomb threats, death threats, threats of assault, threats of assault, acts of physical violence are prohibited. Contractors shall not physically fight or assault any person at their worksite or facility grounds. Contractors may act to reasonably defend themselves against violence. If a Contractor becomes aware of a threat of violence or an act of violence, the Contractor shall immediately report this information to their Vendor Supervisor, on-site MDOC employee, and MDOC Program Manager.

54. Misuse of Recording Devices or Recorded Information. Contractors are prohibited from using any type of recording device to record, transmit, or transcribe audio conversations, electronic information, photographic or video images. Contractors are prohibited from making copies or removing copies of communications without authorization which are routinely recorded and/or monitored as part of the daily operations of the Department (logbooks, security tapes, etc.).

ACKNOWLEDGMENT

I acknowledge that I have received a copy of, have read, understand, and agree to abide by the above conditions and applicable attachments. If I have any questions, I will ask my Vendor Supervisor.

Print Contractors Name

Contractors Signature

Date