



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 **11**

to

Contract Number **MA230000000036**

CONTRACTOR	DUHADWAY KENDALL & ASSOCIATES INC
	5160 Falcon View Ave. SE
	Grand Rapids MI 49512
	Zachary Simons
	616-656-0123
	zachsims@dksecurity.com
	CV0039328

STATE	Program Manager	Various	Various
	Contract Administrator	Nichole Harrell	DTMB
		517-449-9245	
		harrelln@michigan.gov	

CONTRACT SUMMARY

Security Guard Services- Unarmed & Armed

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 1, 2022	November 30, 2025	7 - 12 Months	November 30, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		As per Delivery Order.	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input 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

No Minimum Delivery Requirements.

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$71,151,552.00	\$0.00	\$71,151,552.00		

DESCRIPTION

Effective May 11, 2025, the parties agree to increase the billable rates on this agreement as per the attached Schedule B - Pricing. This pricing agreement shall supersede and replace all previously executed versions. All other terms, conditions, specifications and pricing remain the same. As per Vendor and Agency agreement and DTMB Central Procurement approval.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOC	Christopher Hopcraft	517-241-2192	HopcraftC@michigan.gov
DMVA	CMSgt Shaun G. Miller	269-552-8200	shaun.miller.5@us.af.mil
MDOS	Deborah Manoleas	517-243-3080	ManoleasD@michigan.gov
LARA	Jamie Cutler	517-243-0145	CutlerJ1@michigan.gov
DTMB	Jared Suits	517-241-0191	Suitsj@michigan.gov
LEO	Jennifer Frank	517-335-1293	FrankJ4@michigan.gov
MDOC	Kami Harris	517-388-2894	HarrisK14@michigan.gov
DTMB	Kerri Bielski	616-364-5327	BielskiK@michigan.gov
MDOC	Kim Root	517-420-7641	RootK@michigan.gov
MDHHS	Lauri Bonnell	517-335-0175	BonnellL@michigan.gov
DMVA	MAJ Steven P. Haggerty	517-331-3421	steven.p.haggerty2.mil@army.mil
DMVA	SMSgt John R. Pepper III	586-239-5081	john.pepper.1@us.af.mil
DTMB	Stephenie Aynn	517-930-4454	AynnS2@michigan.gov

SCHEDULE B - PRICING

Contract No. 2300000000036

Security Guard Services – Unarmed and Armed

1. Price includes 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).
2. The Contractor does not offer Quick Payment Terms.
3. The State reserves the right to modify Contract items to meet the State of Michigan's future needs.

Security Guard Services – Executive Protection

1. Requesting agency must make all attempts to provide Contractor with a 7-day notice for Executive Protection service requests. At a minimum, the requesting agency will provide 24-hour advanced notice. An agency that makes a service request with less than 72-hour notice will be charged \$105.00/hour for a period of time that is agreed upon by all parties involved.
2. Requesting agency will be required to pay a minimum 4-hour billing for standard Executive Protection service requests.
3. Requesting agency will not be charged a cancellation fee by the Contractor.
4. Requesting agency will be charged \$0.60/mile for use of Contractor's vehicle. If a rental vehicle is necessary, the Contractor will bill it back to the requesting agency at cost.

Fire System Monitoring Service for MDOC Green Oaks Training Facility

1. SecurAlarm, LLC will provide Fire System Monitoring Service on behalf of the Contractor for the MDOC Green Oaks Training and Development Center Only:
2. Monitoring and Dispatch Services - \$30.00/month
3. Daily Supervision (Fire) - \$10.00/month

Effective 5/11/2025, via Change Notice No. 11, all Billable Rates (**highlighted**) for all positions across all State of Michigan Prosperity Regions have been increased by 1.48% to support the Earned Sick Time Act that went into effect on 2/21/2025.

5/11/2025 - 11/30/2025																					
Schedule B		Upper Peninsula		Northwest Region		Northeast Region		West Region		East Central Region		East Region		South Central Region		Southwest Region		Southeast Region		Detroit Metro	
Position	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate	
Unarmed Level 1	\$19.00	\$26.04	\$18.00	\$24.14	\$18.00	\$24.14	\$17.00	\$22.23	\$17.00	\$22.23	\$17.00	\$22.23	\$17.00	\$22.23	\$17.00	\$22.23	\$17.00	\$22.23	\$19.00	\$26.04	
Unarmed Level 2	\$20.00	\$28.69	\$19.00	\$26.07	\$19.00	\$26.07	\$18.00	\$23.45	\$18.00	\$23.45	\$18.00	\$23.45	\$18.00	\$23.45	\$18.00	\$23.45	\$18.00	\$23.45	\$20.00	\$28.69	
Unarmed Level 3	\$20.50	\$29.21	\$19.50	\$26.60	\$19.50	\$26.60	\$18.50	\$24.00	\$18.50	\$24.00	\$18.50	\$24.00	\$18.50	\$24.00	\$18.50	\$24.00	\$18.50	\$24.00	\$20.50	\$29.21	
Unarmed Level 4	\$24.00	\$32.44	\$23.00	\$31.41	\$23.00	\$31.41	\$22.00	\$29.37	\$22.00	\$29.37	\$22.00	\$29.37	\$22.00	\$29.37	\$22.00	\$29.37	\$22.00	\$29.37	\$24.00	\$32.44	
Unarmed Level 5	\$25.00	\$34.51	\$24.00	\$32.50	\$24.00	\$32.50	\$23.00	\$30.48	\$23.00	\$30.48	\$23.00	\$30.48	\$23.00	\$30.48	\$23.00	\$30.48	\$23.00	\$30.48	\$25.00	\$34.51	
Unarmed Level 6	\$26.00	\$35.59	\$25.00	\$33.60	\$25.00	\$33.60	\$24.00	\$31.61	\$24.00	\$31.61	\$24.00	\$31.61	\$24.00	\$31.61	\$24.00	\$31.61	\$24.00	\$31.61	\$26.00	\$35.59	
Central Control Level 1																					
Central Control Level 2																					
Central Control Level 3																					
Central Control Level 4																					
Central Control Level 5																					
Central Control Level 6																					
Central Control Level 7																					
Central Control Level 8																					
Vehicle Charge (If applicable)	\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		
Armed Level 1	\$21.00	\$32.62	\$20.00	\$31.05	\$20.00	\$31.05	\$19.00	\$29.50	\$19.00	\$29.50	\$19.00	\$29.50	\$19.00	\$29.50	\$19.00	\$29.50	\$19.00	\$29.50	\$21.00	\$32.62	
Armed Level 2	\$22.00	\$33.83	\$21.00	\$32.27	\$21.00	\$32.27	\$20.00	\$30.71	\$20.00	\$30.71	\$20.00	\$30.71	\$20.00	\$30.71	\$20.00	\$30.71	\$20.00	\$30.71	\$22.00	\$33.83	
Armed Level 3	\$22.50	\$34.44	\$21.50	\$32.88	\$21.50	\$32.88	\$20.50	\$31.32	\$20.50	\$31.32	\$20.50	\$31.32	\$20.50	\$31.32	\$20.50	\$31.32	\$20.50	\$31.32	\$22.50	\$34.44	
Armed Level 4	\$26.00	\$38.70	\$25.00	\$37.14	\$25.00	\$37.14	\$24.00	\$35.59	\$24.00	\$35.59	\$24.00	\$35.59	\$24.00	\$35.59	\$24.00	\$35.59	\$24.00	\$35.59	\$26.00	\$38.70	
Vehicle Charge (If applicable)	\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		
All Regions																					
Executive Protection (80 hours per pay period)		Pay Rate		Billable Rate																	
Executive Protection (as needed basis)		\$30+		\$85.00																	
		\$30+		\$105.00																	
Vehicle Charge (If applicable)				TBD - Per Assignment																	
Increase Bill Rates for All Prosperity Regions.																					
5/13/2024 - 5/12/2027																					
Schedule B																					
Fire System Monitoring for MDOC Green Oaks Facility ONLY																					
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CONTRACT CHANGE NOTICE

Change Notice Number **10**

to

Contract Number **MA230000000036**

CONTRACTOR	DUHADWAY KENDALL & ASSOCIATES INC
	5160 Falcon View Ave. SE
	Grand Rapids MI 49512
	Zachary Simons
	616-656-0123
	zachsims@dksecurity.com
	CV0039328

STATE	Program Manager	Various	Various
	Contract Administrator	Nichole Harrell	DTMB
		517-449-9245	
		Harrelln@michigan.gov	

CONTRACT SUMMARY

Security Guard Services- Unarmed & Armed

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 1, 2022	November 30, 2025	7 - 12 Months	November 30, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		As per Delivery Order.	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input 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

No Minimum Delivery Requirements.

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$71,151,552.00	\$0.00	\$71,151,552.00		

DESCRIPTION

Effective April 2, 2025, Schedule A2, Statement of Work Contract Activities and Schedule E, Position Description Revisions, are hereby updated to include Physical Agility Test requirements, Live Fire Exercise requirements, and data security requirements language, see attached document. All other terms, conditions, specifications and pricing remain the same. Per Contractor and agency agreement, and DTMB Central Procurement Services approval.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DTMB	Stephenie Aynn	517-930-4454	AynnS@michigan.gov
DTMB	Jared Suits	517-241-0191	Suitsj@michigan.gov
MDOS	Deborah Manoleas	517-243-3080	ManoleasD@michigan.gov
MDOC	Kami Harris	517-388-2894	HarrisK14@michigan.gov
MDOC	Christopher Hopcraft	517-241-2192	HopcraftC@michigan.gov
LARA	Jamie Cutler	517-243-0145	CutlerJ1@michigan.gov
LEO	Jennifer Frank	517-335-1293	FrankJ4@michigan.gov
MDHHS	Lauri Bonnell	517-335-0175	BonnellL@michigan.gov
DTMB	Kerri Bielski	616-364-5327	BielskiK@michigan.gov
DMVA	MAJ Steven P. Haggerty	517-331-3421	steven.p.haggerty2.mil@army.mil
DMVA	SMSgt John R. Pepper III	586-239-5081	john.pepper.1@us.af.mil
DMVA	CMSgt Shaun G. Miller	269-552-8200	shaun.miller.5@us.af.mil
DTMB	Stephenie Aynn	517-930-4454	AynnS2@michigan.gov
MDOC	Kim Root	517-420-7641	RootK@michigan.gov

23000000036, Contract Change Notice No. 10 Updates:

The following revisions apply to the Agreement with respect to Contract Change Notice No. 10 for Michigan Department of Military and Veteran Affairs (DMVA) Air National Guard (MIANG) and Army National Guard (MIARNG) Installations only, and do not apply or modify the existing Agreement as a whole.

1. Schedule A² – Statement of Work, Section 1.3.1., a) Physical Demands is hereby revised to include the following:

DK Security shall administer the Physical Ability Test to guards located at MiARNG installation per [Army Regulation 190–56](#). DK Security will provide the MiARNG Program Manager with the guards PAT results annually.

2. Schedule A² – Statement of Work, Section 1.10.1. Training Requirements (DMVA Military Installations Only) is hereby revised to include the following:

Live fire exercise for MiARNG guards must be conducted semi-annually for proficiency and requalification per [Army Regulation 190–56](#).

3. Schedule E – Attachment 3 – Position Descriptions Revisions. Base Defense Operations Center/ Controller (Battle Creek Specific) (Level 3) is hereby revised to include the following:

“Controllers will be required to sign and have on file CJIS Security Addendum to be able to have access to NCIC for LE functions. Controllers will be required to submit for and obtain a security clearance for access to Secret level information at no cost to DK or the member.”



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320 S. Walnut Street 2nd Floor Lansing, MI 48933
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CONTRACT CHANGE NOTICE

Change Notice Number **9**

to

Contract Number **MA230000000036**

CONTRACTOR	DUHADWAY KENDALL & ASSOCIATES INC
	5160 Falcon View Ave. SE
	Grand Rapids MI 49512
	Steve Recker
	616-656-0123
	steverecker@dksecurity.com
	CV0039328

STATE	Program Manager	Various	Various
	Contract Administrator	Nichole Harrell	DTMB
		517-449-9245	
		harrelln@michigan.gov	

CONTRACT SUMMARY

Security Guard Services- Unarmed & Armed

INITIAL EFFECTIVE DATE		INITIAL EXPIRATION DATE		INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE			
December 1, 2022		November 30, 2025		7 - 12 Months		November 30, 2025			
PAYMENT TERMS				DELIVERY TIMEFRAME					
Net 45				As per Delivery Order.					
ALTERNATE PAYMENT OPTIONS					EXTENDED PURCHASING				
<input 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									
No Minimum Delivery Requirements.									
DESCRIPTION OF CHANGE NOTICE									
OPTION		LENGTH OF OPTION		EXTENSION		LENGTH OF EXTENSION		REVISED EXP. DATE	
<input type="checkbox"/>				<input type="checkbox"/>					
CURRENT VALUE		VALUE OF CHANGE NOTICE			ESTIMATED AGGREGATE CONTRACT VALUE				
\$71,151,552.00		\$0.00			\$71,151,552.00				

DESCRIPTION

Effective January 16, 2025, the parties agree to the following administrative changes:

1. Contractor Contract Administrator has been updated from Zach Simons to Steve Recker, 616-656-0123, steverecker@dksecurity.com
2. The Contractor Contact roles have been updated as follows in the following sections :
 - Standard Contract Terms, Section 2. Notices - Steve Recker, 5160 Falcon View Ave., Grand Rapids, MI 49512, steverecker@dksecurity.com, 616-656-0123
 - Standard Contract Terms, Section 3. Contract Administrator - Steve Recker, 5160 Falcon View Ave., Grand Rapids, MI 49512, steverecker@dksecurity.com, 616-656-0123
 - Standard Contract Terms, Section 4. Program Manager - Steve Recker, 5160 Falcon View Ave., Grand Rapids, MI 49512, steverecker@dksecurity.com, 616-656-0123
 - Statement of Work, Section 3.5. Organizational Chart - Steve Recker Senior VP, CFO

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

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOC	Christopher Hopcraft	517-241-2192	HopcraftC@michigan.gov
DMVA	CMSgt Shaun G. Miller	269-552-8200	shaun.miller.5@us.af.mil
MDOS	Deborah Manoleas	517-243-3080	ManoleasD@michigan.gov
LARA	Jamie Cutler	517-243-0145	CutlerJ1@michigan.gov
DTMB	Jared Suits	517-241-0191	Suitsj@michigan.gov
LEO	Jennifer Frank	517-335-1293	FrankJ4@michigan.gov
MDOC	Kami Harris	517-388-2894	HarrisK14@michigan.gov
DTMB	Kerri Bielski	616-364-5327	BielskiK@michigan.gov
MDOC	Kim Root	517-420-7641	RootK@michigan.gov
MDHHS	Lauri Bonnell	517-335-0175	BonnellL@michigan.gov
DMVA	MAJ Steven P. Haggerty	517-331-3421	steven.p.haggerty2.mil@army.mil
DMVA	SMSgt John R. Pepper III	586-239-5081	john.pepper.1@us.af.mil
DTMB	Stephenie Aynn	517-930-4454	AynnS@michigan.gov
DTMB	Stephenie Aynn	517-930-4454	AynnS2@michigan.gov



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 **8**

to

Contract Number **MA230000000036**

CONTRACTOR	DUHADWAY KENDALL & ASSOCIATES INC
	5160 Falcon View Ave. SE
	Grand Rapids MI 49512
	Zachary Simons
	616-656-0123
	zachsims@dksecurity.com
	CV0039328

STATE	Program Manager	Various	Various
	Contract Administrator	Nichole Harrell	DTMB
		517-449-9245	
		harrelln@michigan.gov	

CONTRACT SUMMARY				
Security Guard Services- Unarmed & Armed				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
December 1, 2022	November 30, 2025	7 - 12 Months	November 30, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		As per Delivery Order.		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input 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				
No Minimum Delivery Requirements.				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$61,151,552.00	\$10,000,000.00	\$71,151,552.00		
DESCRIPTION				
Effective December 17, 2024, the parties agree to increase Contract value by \$10,000,000.00 for Statewide use. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on December 17, 2024.				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DTMB	Stephenie Aynn	517-930-4454	AynnS2@michigan.gov
DTMB	Jared Suits	517-855-1780	SuitsJ@michigan.gov
MDOS	Deborah Manoleas	517-243-3080	ManoleasD@michigan.gov
MDOC	Kim Root	517-420-7641	RootK@michigan.gov
MDOC	Christopher Hopcraft	517-241-2192	HopcraftC@michigan.gov
LARA	Jamie Cutler	517-243-0145	CutlerJ1@michigan.gov
LEO	Jennifer Frank	517-335-1293	FrankJ4@michigan.gov
MDHHS	Lauri Bonnell	517-335-1293	BonnellL@michigan.gov
DTMB	Kerri Bielski	616-364-5327	BielskiK@michigan.gov
DMVA	Maj Steven P. Haggerty	517-331-3421	steven.p.haggerty2.mil@army.mil
DMVA	SMSgt John R. Pepper III	586-239-5081	john.pepper.1@us.af.mil
DMVA	CMSgt Shaun G. Miller	269-552-8200	shaun.miller.5@us.af.mil



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 **7**

to

Contract Number **MA230000000036**

CONTRACTOR	DUHADWAY KENDALL & ASSOCIATES INC
	5160 Falcon View Ave. SE
	Grand Rapids MI 49512
	Zachary Simons
	616-656-0123
	zachsims@dksecurity.com
	CV0039328

STATE	Program Manager	Various	Various
	Contract Administrator	Nichole Harrell	DTMB
		517-449-9245	
		harrelln@michigan.gov	

CONTRACT SUMMARY

Security Guard Services- Unarmed & Armed

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 1, 2022	November 30, 2025	7 - 12 Months	November 30, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input 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

No Minimum Delivery Requirements.

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$51,151,552.00	\$10,000,000.00	\$61,151,552.00		

DESCRIPTION

Effective November 19, 2024, the parties agree to increase Contract value by \$10,000,000.00. All other terms, conditions, specifications, and pricing remain the same. Per Contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on November 19, 2024.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DTMB	Stephenie Aynn	517-930-4454	AynnS2@michigan.gov
DTMB	Jared Suits	517-855-1780	SuitsJ@michigan.gov
MDOS	Deborah Manoleas	517-243-3080	ManoleasD@michigan.gov
MDOC	Kami Harris	517-388-2894	HarrisK14@michigan.gov
MDOC	Christopher Hopcraft	517-241-2192	HopcraftC@michigan.gov
LARA	Jamie Cutler	517-243-0145	CutlerJ1@michigan.gov
LEO	Jennifer Frank	517-335-1293	FrankJ4@michigan.gov
MDHHS	Lauri Bonnell	517-335-1293	BonnellL@michigan.gov
DTMB	Kerri Bielski	616-364-5327	BielskiK@michigan.gov
DMVA	Maj Steven P. Haggerty	517-331-3421	steven.p.haggerty2.mil@army.mil
DMVA	SMSgt John R. Pepper III	586-239-5081	john.pepper.1@us.af.mil
DMVA	CMSgt Shaun G. Miller	269-552-8200	shaun.miller.5@us.af.mil



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **6**

to

Contract Number **MA230000000036**

CONTRACTOR	DUHADWAY KENDALL & ASSOCIATES INC
	5160 Falcon View Ave. SE
	Grand Rapids MI 49512
	Zachary Simons
	616-656-0123
	zachsims@dksecurity.com
	CV0039328

STATE	Program Manager	Various	Various
	Contract Administrator	Nichole Harrell	DTMB
		517-449-9245	
		harrelln@michigan.gov	

CONTRACT SUMMARY

Security Guard Services- Unarmed & Armed

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 1, 2022	November 30, 2025	7 - 12 Months	November 30, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
N/A		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

No Minimum Delivery Requirements.

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	12 Months	<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$51,151,552.00	\$0.00	\$51,151,552.00		

DESCRIPTION

Effective May 20, 2024, the following changes are hereby incorporated into this Contract:

1. Section 3.7. Disclosure of Subcontractors, of the Schedule A, Statement of Work, has been revised to include SecurAlarm, LLC as an Permitted Subcontractor of DK Security. See attached *Attachment 4 - Schedule A, Statement of Work Revisions*.
2. Fire System Monitoring Service has been added as an additional line item to the Schedule B, Pricing, see attached *Attachment 5, Pricing Additions*.

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

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DTMB	Stephenie Aynn	517-930-4454	AynnS2@michigan.gov
DTMB	Jared Suits	517-241-0191	SuitsJ@michigan.gov
MDOS	Deborah Manoleas	517-243-3080	ManoleasD@michigan.gov
MDOC	Kami Harris	517-388-2894	HarrisK14@michigan.gov
MDOC	Christopher Hopcraft	517-241-2192	HopcraftC@michigan.gov
LARA	Jamie Cutler	517-243-0145	CutlerJ1@michigan.gov
LEO	Jennifer Frank	517-335-1293	FrankJ4@michigan.gov
MDHHS	Lauri Bonnell	517-335-0175	BonnellL@michigan.gov
DTMB	Kerri Bielski	616-364-5327	BielskiK@michigan.gov
DMVA	MAJ Steven P. Haggerty	517-331-3421	steven.p.haggerty2.mil@army.mil
DMVA	SMSgt John R. Pepper III	586-239-5081	john.pepper.1@us.af.mil
DMVA	CMSgt Shaun G. Miller	269-552-8200	shaun.miller.5@us.af.mil

ATTACHMENT 4 – SCHEDULE A- STATEMENT OF WORK REVISIONS

Contract No. 230000000036

The following revisions apply to the Agreement with respect to Contract Change Notice No. 6 for Michigan Department of Corrections (MDOC) only, and do not apply or modify the existing agreement as a whole.

3.7. Disclosure of Subcontractors

- If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:
- The legal business name, address, telephone number of the subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- The relationship of the subcontractor to the Contractor
- Whether the Contractor has a previous working experience with the subcontractor. If yes, provide details of that previous relationship.
- A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- **Geographically Disadvantaged Business Enterprise Sub-Contractors:** If contractors plan to utilize subcontractors to perform more than 20% of the deliverables under this contract, at least 20% of that subcontracted work must be awarded to Michigan-based Geographically Disadvantaged Business Enterprises (GDBE). Contractor will submit a plan detailing all subcontractors to be used, including the percentage of the work to be done by each. Contractor must inform the State to the name and address of the GDBE, the percentage of the work they will complete, the total amount estimated to be paid to the GDBE, and provide evidence for their qualifications as a GDBE. If contractor cannot find GDBE subcontractors to meet this requirement they must provide reasoning and justification to receive an exemption from this requirement from the State. (Existing business relationships will not be an approved reason for this.)

GDBE definition: "Geographically-Disadvantaged Business Enterprise" means a person or entity that satisfies one or more of the following: (i) Is certified as a HUBZone Small Business Concern by the United States Small Business Administration. (ii) Has a principal place of business located within a Qualified Opportunity Zone within Michigan. (iii) More than half of its employees have a principal residence located within a Qualified Opportunity Zone within Michigan, or both.

Additional information on GDBEs can be found here:

[Michigan Qualified Opportunity Zone \(QOZ\) Map](#)

[Michigan Supplier Community \(MiSC\) Page](#)

Permitted Subcontractors

The following organization will be Permitted Subcontractors:

SecurAlarm, LLC
921 47th Street
Grand Rapids, MI 49509
(231)920-2665

SecurAlarm, LLC will provide Central Station Fire System monitoring service for the Michigan Department of Corrections (MDOC) Green Oaks Training and Professional Development Center at 8701 East M-36, Whitmore Lake, MI 48189. SecurAlarm, LLC is only authorized to provide these services at the MDOC Green Oaks facility.

SecurAlarm, LLC will provide the following individuals and roles:

Todd Van Haren
Account Manager
616-773-6400
Service.request@securalarm.com

Specific contract activities include:

1. Set up accounts in Security Central and work with the Central Station service provider on Zone list.
2. Provide 24-hour monitoring and dispatch services for the Green Oaks Training and Professional Development Center's Central Station service provider. Monitoring services to include:
 - a. 24-hour supervision of the alarm, supervisory, and trouble signals.
 - b. 24-hour dispatching of designated security, municipal police (for any burglary protection or other security system), and/or the municipal fire department personnel (for any fire, sprinkler, or waterflow alarm system) when appropriate.
 - c. Notification of designated Contractor and/or MDOC personnel by telephone or digital message, when appropriate.
3. Provide Daily Supervision monitoring, to include daily signal tests to ensure consistency in panel communication; applicable to commercial fire accounts and/or high priority device monitoring.

5/20/2024 - 5/19/2027											
Schedule B											
Fire System Monitoring for MDOC Green Oaks Facility ONLY		\$40.00/Month									
Add line item for Fire System Monitoring for MDOC Green Oaks Facility ONLY.											

CN#5 for this contract is not available for security reasons. Please contact the category analyst for further information.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**
to
Contract Number **230000000036**

CONTRACTOR	DU HADWAY KENDALL & ASSOCIATES INC	STATE	Program Manager	Various	SW
	5160 Falcon View Ave. SE				
	Grand Rapids, MI 49512				
	Zachary Simons		Contract Administrator	Nichole Harrell	DTMB
	616-656-0123			517-449-9245	
	zachsims@dksecurity.com			harrelln@michigan.gov	
	CV0039328				

CONTRACT SUMMARY					
SECURITY GUARD SERVICES- UNARMED & ARMED					
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE		
December 1, 2022	November 30, 2025	7 - 1 Year	November 30, 2025		
PAYMENT TERMS		DELIVERY TIMEFRAME			
		N/A			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING		
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
MINIMUM DELIVERY REQUIREMENTS					
No Minimum Delivery Requirements.					
DESCRIPTION OF CHANGE NOTICE					
OPTION	LENGTH OF OPTION	EXTENSION	REVISD EXP. DATE		
<input type="checkbox"/>		<input type="checkbox"/>	N/A		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE			
\$42,151,552.00	\$0.00	\$42,151,552.00			
DESCRIPTION					
Effective February 22, 2024 the following change is hereby incorporated into this Contract:					
DTMB Program Manager, Justin Fluharty, has been updated to Jared Suits (Suitsj@michigan.gov, 517-241-0191).					
All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement approval.					

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DTMB	Stephenie Aynn	517-930-4454	AynnS@michigan.gov
DTMB	Jared Suits	517-241-0191	Suitsj@michigan.gov
MDOS	Deborah Manoleas	517-243-3080	ManoleasD@michigan.gov
MDOC	Kami Harris	517-388-2894	HarrisK14@michigan.gov
MDOC	Christopher Hopcraft	517-241-2192	HopcraftC@michigan.gov
LARA	Jamie Cutler	517-243-0145	CutlerJ1@michigan.gov
LEO	Jennifer Frank	517-335-1293	FrankJ4@michigan.gov
MDHHS	Lauri Bonnell	517-335-0175	BonnellL@michigan.gov
DTMB	Kerri Bielski	616-364-5327	BielskiK@michigan.gov



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **230000000036**

CONTRACTOR	DU HADWAY KENDALL & ASSOCIATES INC	STATE	Program Manager	Various	SW
	5160 Falcon View Ave. SE				
	Grand Rapids, MI 49512				
	Zachary Simons		Contract Administrator	Nichole Harrell	DTMB
	616-656-0123			517-449-9245	
	zachsims@dksecurity.com			harrelln@michigan.gov	
	CV0039328				

CONTRACT SUMMARY				
SECURITY GUARD SERVICES- UNARMED & ARMED				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
December 1, 2022	November 30, 2025	7 - 1 Year		November 30, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
No Minimum Delivery Requirements.				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$42,151,552.00	\$0.00	\$42,151,552.00		
DESCRIPTION				
Effective January 7, 2024, this Contract is amended to include revisions to the Schedule B - Pricing and Schedule E - Position Descriptions (both attached). All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement, and DTMB Procurement approval.				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DTMB	Stephenie Aynn	517-930-4454	AynnS@michigan.gov
DTMB	Justin Fluharty	517-899-5977	FluhartyJ@michigan.gov
MDOS	Deborah Manoleas	517-243-3080	ManoleasD@michigan.gov
MDOC	Kami Harris	517-388-2894	HarrisK14@michigan.gov
MDOC	Christopher Hopcraft	517-241-2192	HopcraftC@michigan.gov
LARA	Jamie Cutler	517-243-0145	CutlerJ1@michigan.gov
LEO	Jennifer Frank	517-335-1293	FrankJ4@michigan.gov
MDHHS	Lauri Bonnell	517-335-0175	BonnellL@michigan.gov
DTMB	Kerri Bielski	616-364-5327	BielskiK@michigan.gov

SCHEDULE B - PRICING

Contract No. 230000000036

Security Guard Services – Unarmed and Armed

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using Schedule B - Pricing. The pricing schedule should be submitted in a modifiable format (e.g., Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF).
2. Price must 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).
3. 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.

Quick payment terms: 0% discount off invoice if paid within 45 days after receipt of invoice.

4. The Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

Security Guard Services – Executive Protection

1. Requesting agency must make all attempts to provide Contractor with a 7-day notice for Executive Protection service requests. At a minimum, the requesting agency will provide 24-hour advanced notice. An agency that makes a service request with less than 72-hour notice will be charged \$105.00/hour for a period of time that is agreed upon by all parties involved.
2. Requesting agency will be required to pay a minimum 4-hour billing for standard Executive Protection service requests.
3. Requesting agency will not be charged a cancellation fee by the Contractor.
4. Requesting agency will be charged \$0.60/mile for use of Contractor's vehicle. If a rental vehicle is necessary, the Contractor will bill it back to the requesting agency at cost.

SCHEDULE E – POSITION DESCRIPTIONS

Contract No. 230000000036

Security Guard Services – Unarmed and Armed

Note: Revisions to Schedule E can be found below, highlighted in yellow. Changes effective 1/7/2024.

All employees must be at least 18 years of age.

Unarmed Level 1 Guard

- Level 1 Guards must have at a minimum a high school diploma or GED equivalent
- The State prefers a Level 1 (entry level) Guard possess a good attitude and strong customer service skills before deployment to a SOM site
- Computer aptitude preferable

Unarmed Level 2 Guard - Senior/Lead Worker Guard

- Senior/Lead Worker Guard must possess one (1) year of security experience at the Senior/Lead Guard level or one (1) year of satisfactory experience at an unarmed Level 1 guard position
- Senior/Lead Worker Guards must possess a high school diploma or a G.E.D. certificate. However, it is desirable that Senior/Lead Worker Guards have completed coursework at the College or University level
- Computer aptitude preferable

Unarmed Level 3 - Shift Supervisor/Guard

- Two (2) years of experience as a security guard, police officer or active military duty, or two (2) years of relevant supervisory experience (as deemed acceptable by the State of Michigan) at the Senior/Lead Worker level
- It is desirable to have completed a minimum of 24 semester credit hours of course-work at the College or University level, preferably in law enforcement and/or personnel management
- Computer aptitude preferable

Unarmed Level 4 - Site Supervisor - Supervisor level to be assigned at the discretion of the DTMB contract manager or their designee.

- Two (2) years of experience as a security guard, police officer or active military duty, or two (2) years of relevant supervisory experience (as deemed acceptable by the State of Michigan) at the Senior/Lead Worker level
- Shift Supervisors must have completed a minimum of 24 semester credit hours of course-work at the College or University level, preferably in law enforcement and/or personnel management
- Computer aptitude preferable
- Level 4 Site Supervisor will be responsible for the daily deployment of at least ten (10) security officers and/or facility/property square footage of 500,000+ or two individual buildings

Unarmed Level 5 - Site Supervisor - Supervisor level to be assigned at the discretion of the DTMB contract manager or their designee.

- Two (2) years of experience as a security guard, police officer or active military duty, or two (2) years of relevant supervisory experience (as deemed acceptable by the State of Michigan) at the Senior/Lead Worker level
- Shift Supervisors must have completed a minimum of 24 semester credit hours of course-work at the College or University level, preferably in law enforcement and/or personnel management
- Computer aptitude preferable
- Level 5 Site Supervisor will be responsible for the daily deployment of at least fifteen (15) security officers and/or facility/property square footage of 750,000+ or three individual buildings.

Unarmed Level 6 - Site Supervisor - Supervisor level to be assigned at the discretion of the DTMB contract manager or their designee.

- Two (2) years of experience as a security guard, police officer or active military duty, or two (2) years of relevant supervisory experience (as deemed acceptable by the State of Michigan) at the Senior/Lead Worker level
- Shift Supervisors must have completed a minimum of 24 semester credit hours of course-work at the College or University level, preferably in law enforcement and/or personnel management
- Computer aptitude preferable
- Level 6 Site Supervisor will be responsible for the daily deployment of at least twenty (20) security officers and/or facility/property square footage in excess of 1 million or twelve individual buildings.

Central Control Level 1

- Level 1 Guards must have at a minimum a high school diploma or GED equivalent
- The Level 1 (entry level) Guard must have a good attitude and strong customer service skills before deployment to a SOM site.
- Must have strong computer and technology skills. Prior experience operating security surveillance systems (CCTV)/Multi-Phone line systems is highly preferable.
- Specific duties include but are not limited to:
 - I. Monitor and operate building, life safety and security systems according to documented procedures.
 - II. Coordinate and monitor emergency response activities according to documented procedures.
 - III. Utilize communication mediums (radio, email, telephone, work request systems, etc.) to receive and deliver information related to security, emergency management, facility issues and general assistance as authorized to do so.
- This is an entry level Central Control Operator.

Central Control Level 2

- Level 2 Operator/Guards must possess a high school diploma or a G.E.D. certificate. However, it is desirable that Level 2 Guards have completed coursework at the College or University level.
- Must have strong computer and technology skills.
- Specific duties include but are not limited to:
 - I. Monitor and operate building, life safety and security systems according to documented procedures.
 - II. Coordinate and monitor emergency response activities according to documented procedures.
 - III. Utilize communication mediums (radio, email, telephone, work request systems, etc.) to receive and deliver information related to security, emergency management, facility issues and general assistance as authorized to do so.
- Prior experience in Central Control Required.
- Level 2 Operator/Guard has demonstrated sound thinking and full grasp of role.

Central Control Level 3 – 4 Lead Worker

- Level 3 and 4 Operator/Guard shall have 1 year of satisfactory experience as a Central Control Level 1 or 2 operator, must possess a high school diploma or a G.E.D. certificate. However, it is desirable that Level 3 and 4 Guards has completed 24 semester hours of coursework at the College or University level.
- Must have strong computer and technology skills.
- Specific duties include but are not limited to:
 - I. Monitor and operate building, life safety and security systems according to documented procedures.
 - II. Coordinate and monitor emergency response activities according to documented procedures.
 - III. Utilize communication mediums (radio, email, telephone, work request systems, etc.) to receive and deliver information related to security, emergency management, facility issues and general assistance as authorized to do so.
 - IV. Lead and support level 1 and 2 guards
 - V. Coordinate and manage weekly staffing schedule
 - VI. Coordinate and participate in new guard and refresher training
 - VII. Administer and maintain digital databases and issue reports
- Prior experience in Central Control Required.
- Level 3 and 4 Operator/Guard has demonstrated sound thinking and full grasp of role.

Central Control Level 5 - 6 Senior Lead Worker

- Level 5 and 6 Senior Lead Worker shall have 1-year satisfactory experience as a Central Control Level 4 Senior Lead Worker, must possess a high school diploma or a G.E.D. certificate. However, it is desirable that Level 5 and 6 Operator/Guards has completed 24 semester hours of coursework at the College or University level.
- Must have strong computer and technology skills.

- Specific duties include but are not limited to:
 - I. Monitor and operate building, life safety and security systems according to documented procedures.
 - II. Coordinate and monitor emergency response activities according to documented procedures.
 - III. Utilize communication mediums (radio, email, telephone, work request systems, etc.) to receive and deliver information related to security, emergency management, facility issues and general assistance as authorized to do so.
 - IV. Manage and supervise Level 1, 2, 3 and 4 guards
 - V. Coordinate and manage weekly staffing schedule
 - VI. Coordinate and participate in new guard and refresher training
 - VII. Administer and maintain digital databases and issue reports
- Prior experience in Central Control Required.
- Level 5 and 6 Senior Lead Worker has demonstrated sound thinking and full grasp of role.

Central Control Level 7 – 8 Supervisor

- Level 7 and 8 Supervisor shall have 1-year satisfactory experience as a Central Control Level 6 Senior Lead Worker, must possess a high school diploma or a G.E.D. certificate. However, it is desirable that Level 7 and 8 Operator/Guards has completed 24 semester hours of coursework at the College or University level.
- Must have strong computer and technology skills.
- Specific duties include but are not limited to:
 - I. Monitor and operate building, life safety and security systems according to documented procedures.
 - II. Coordinate and monitor emergency response activities according to documented procedures.
 - III. Utilize communication mediums (radio, email, telephone, work request systems, etc.) to receive and deliver information related to security, emergency management, facility issues and general assistance as authorized to do so.
 - IV. Manage and supervise Level 1, 2, 3, 4, 5, and 6 guards
 - V. Coordinate and manage weekly staffing schedule
 - VI. Coordinate and participate in new guard and refresher training
 - VII. Administer and maintain digital databases and issue reports
- Prior experience in Central Control Required.
- Level 7 and 8 Supervisor has demonstrated sound thinking and full grasp of role.

Armed Level 1 Guard

- Level 1 Guards must have at a minimum a high school diploma or GED equivalent
- The State prefers a Level 1 Guard possess a good attitude and strong customer service skills before deployment to a SOM site

- Prior military service separated under honorable conditions and/or law enforcement experience preferable
- Computer aptitude preferable

Armed Level 2 Guard - Senior/Lead Worker Guard

- A Senior/Lead Worker Guard must possess 1 year of armed security experience at the Senior/Lead Guard level
- Senior/Lead Worker Guards must possess a high school diploma or a G.E.D. certificate. However, it is desirable that Senior/Lead Worker Guards have completed coursework at the College or University level.
- Prior military service separated under honorable conditions and/or law enforcement experience preferable.
- Computer aptitude preferable

Armed Level 3 - Shift Supervisor

- Two (2) years of experience as a security guard, police officer or active military duty, or two (2) years of relevant supervisory experience (as deemed acceptable by the State of Michigan) at the Senior/Lead Worker level
- On-Site Supervisors must have completed a minimum of 24 semester credit hours of course-work at the College or University level, preferably in law enforcement and/or personnel management
- Computer aptitude preferable

Armed Level 4 - Site Supervisor

- Two (2) years of experience as a security guard, police officer or active military duty, or two (2) years of relevant supervisory experience (as deemed acceptable by the State of Michigan) at the Senior/Lead Worker level
- Shift Supervisors must have completed a minimum of 24 semester credit hours of course-work at the College or University level, preferably in law enforcement and/or personnel management
- Computer aptitude preferable

Armed Executive Protection

- Minimum of four (4) years of experience as police officer, active military police duty, executive protection or similar experience deemed acceptable by the State of Michigan.
- Shift Supervisors must have completed a minimum of 24 semester credit hours of course-work at the College or University level, preferably in law enforcement and/or personnel management
- Computer aptitude preferable

It is desirable that armed level 1-4 guards have a minimum of two (2) years of prior law enforcement experience as defined by MCOLES, or other states equivalent standards.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**
to
Contract Number **230000000036**

CONTRACTOR	DU HADWAY KENDALL & ASSOCIATES INC	STATE	Program Manager	Various	SW
	5160 Falcon View Ave. SE				
	Grand Rapids, MI 49512				
	Zachary Simons	STATE	Contract Administrator	Nichole Harrell	DTMB
	616-656-0123			517-636-0313	
	zachsims@dksecurity.com			harrelln@michigan.gov	
	CV0039328				

CONTRACT SUMMARY				
SECURITY GUARD SERVICES- UNARMED & ARMED				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
December 1, 2022	November 30, 2025	7 - 1 Year		November 30, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
No Minimum Delivery Requirements.				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$42,151,552.00	\$0.00		\$42,151,552.00	
DESCRIPTION				
Effective May 1, 2023, Southeast Michigan Prosperity Region Armed Level 2 security guard services are hereby added for Michigan Department of Corrections (MDOC) - Green Oaks Training Academy, 8701 East M-36, Whitmore Lake, MI 48189. This position will provide security guard services at this location from the hours of 6:00 AM to 6:00 PM, Monday through Friday.				
All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement and DTMB Central Procurement Services approval.				



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**
to
Contract Number **230000000036**

CONTRACTOR	DU HADWAY KENDALL & ASSOCIATES INC
	5160 Falcon View Ave. SE
	Grand Rapids, MI 49512
	Zachary Simons
	616-656-0123
	zachsims@dksecurity.com
	CV0039328

STATE	Program Manager	Various	SW
	Contract Administrator	Nichole Harrell	DTMB
		517-636-0313 harrelln@michigan.gov	

CONTRACT SUMMARY				
SECURITY GUARD SERVICES- UNARMED & ARMED				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
December 1, 2022	November 30, 2025	7 - 1 Year		November 30, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> 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"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$42,151,552.00	\$0.00	\$42,151,552.00		

DESCRIPTION
Effective January 18, 2023, this Contract is amended as follows:
1.) Central Control Operator Level 6 - One (1) Full-Time Level 6 CC Operator added. Please see the attached revised Schedule B - Pricing.
2.) Schedule A - Statement of Work has been revised to include the following Vendor personnel changes (see attached document).
DK Security Vice President of Operations, formerly Tyler Kalinosky, has been updated to:
Elias Williams eliaswilliams@dksecurity.com Cell: 517-930-1471 Direct: 313-462-4479

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



Revision to Schedule A, Statement of Work.

Update to Section 3.3 Contractor Representative personnel highlighted below:

3.3 Contractor Representative

The Contractor must appoint an account manager specifically assigned to State of Michigan accounts who will respond to State inquiries regarding the Contract Activities, who is directly responsible for the day-to-day operations of the contract over all locations. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least ten (10) calendar days before removing or assigning a new Contractor Representative.

Prosperity Region:

3 - Northeast

5 – East Central

6 - East

7 – South Central

9 - Southeast

10 – Detroit Metro

Contact Information:

Elias Williams

eliaswilliams@dksecurity.com

Cell: 517-930-1471

Direct: 313-462-4479

Prosperity Region:

1 – Upper Peninsula

2 – Northwest

3 - Northeast

4 – West

8 - Southwest

Contact Information:

Luke Bowen

lukebowen@dksecurity.com

260-316-7698



Prosperity Region:

4 - West

8 – Southwest

Contact Information:

Joe Budnik

joebudnik@dksecurity.com

616-443-8056

Prosperity Region:

7 – South Central

9 – Southeast

Contact Information:

Daniel Verlin

danielverlin@dksecurity.com

517-974-1709

3.4 Key Personnel

The Contractor must appoint individual(s) who will be directly responsible for the day-to-day operations of the Contract (“Key Personnel”). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within one (1) hour.

The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent 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. The State may request a résumé and conduct an interview before approving a change. The State may require a 30-calendar day training period for replacement personnel.

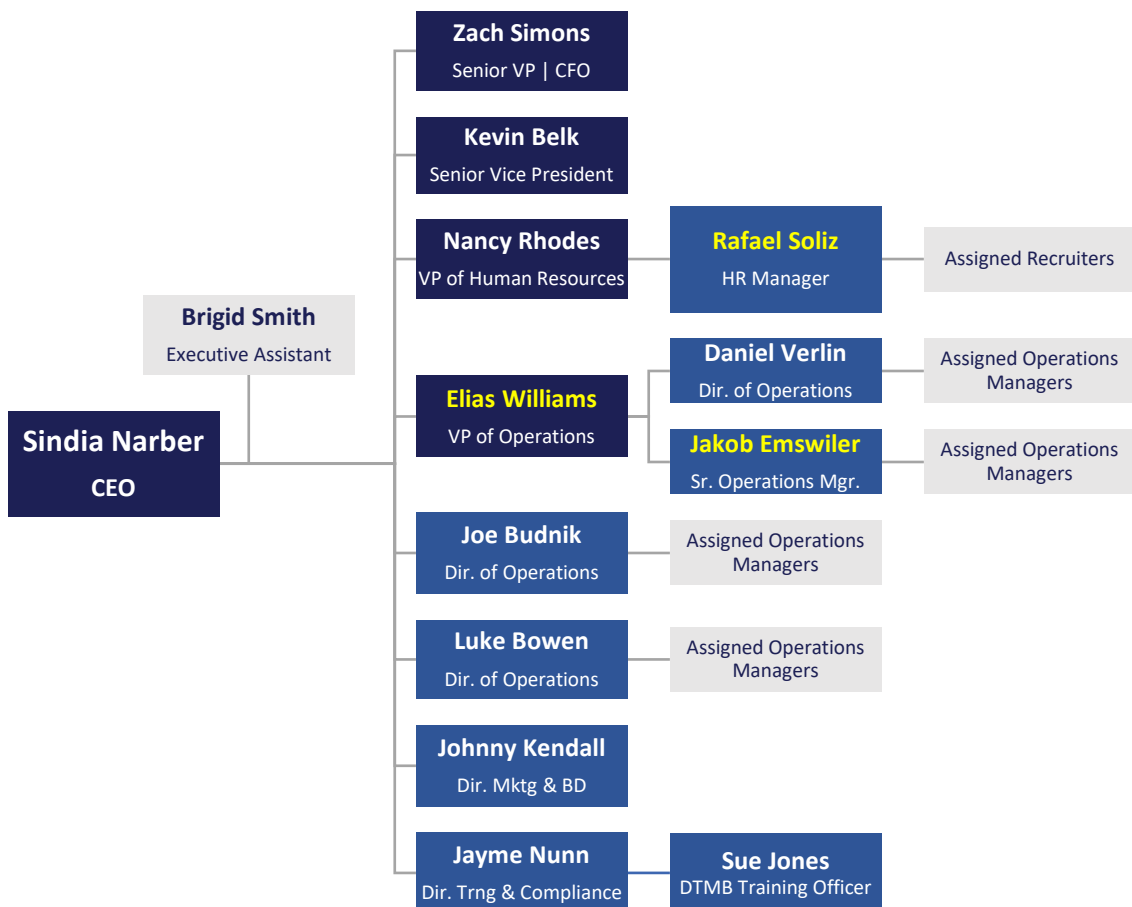
The Contractor’s Key Personnel are as follows:

1. Name & Title	2. Years of Experience in Current Classification	3. Position(s)	4. Role(s) / Responsibilities	5. Direct / Subcontract/ Contract	6. FT/PT/T	7. Length of Employment/Affiliation	8. % of Work Time	9. Physical Location
Elias Williams – Vice President of Operations		Vice President of Operations	Overall supervision of all daily operations in Mid-Michigan, East Michigan, and Ohio	Direct	FT		75%	Madison Heights
Daniel Verlin – Director of Operations	6 Months	Director of Operations	Management of managers assigned to a State of MI site	Direct	FT	7 Years	75%	Lansing



			in Mid-Michigan.					
Joe Budnik – Director of Operations	10 Years	Director of Operations	Management of managers assigned to a State of MI site in West, Southwest, and North Michigan.	Direct	FT	21 Years	25%	Grand Rapids
Luke Bowen – Director of Operations	1 Year	Director of Operations	Management of managers assigned to a State of MI site in West, Southwest, and North Michigan.	Direct	FT	7 Years	50%	Grand Rapids

3.4 Organizational Chart





Operations Hierarchy



SCHEDULE B - PRICING

Contract No. 230000000036

Security Guard Services – Unarmed and Armed

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using Schedule B - Pricing. The pricing schedule should be submitted in a modifiable format (e.g., Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF).
2. Price must 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).
3. 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.

Quick payment terms: 0% discount off invoice if paid within 45 days after receipt of invoice.

4. The Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

Security Guard Services – Executive Protection

1. Requesting agency must make all attempts to provide Contractor with a 7-day notice for Executive Protection service requests. At a minimum, the requesting agency will provide 24-hour advanced notice. An agency that makes a service request with less than 72-hour notice will be charged \$105.00/hour for a period of time that is agreed upon by all parties involved.
2. Requesting agency will be required to pay a minimum 4-hour billing for standard Executive Protection service requests.
3. Requesting agency will not be charged a cancellation fee by the Contractor.
4. Requesting agency will be charged \$0.60/mile for use of Contractor's vehicle. If a rental vehicle is necessary, the Contractor will bill it back to the requesting agency at cost.

1/18/2023 - 11/30/2025																							
Schedule B		Upper Peninsula		Northwest Region		Northeast Region		West Region		East Central Region		East Region		South Central Region		Southwest Region		Southeast Region		Detroit Metro			
Position	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate	
Unarmed Level 1	\$19.00	\$25.66	\$18.00	\$23.78	\$18.00	\$23.78	\$17.00	\$21.91	\$17.00	\$21.91	\$17.00	\$21.91	\$17.00	\$21.91	\$17.00	\$21.91	\$17.00	\$21.91	\$17.00	\$21.91	\$19.00	\$25.66	
Unarmed Level 2	\$20.00	\$28.27	\$19.00	\$25.63	\$18.00	\$25.63	\$18.00	\$23.11	\$18.00	\$23.11	\$18.00	\$23.11	\$18.00	\$23.11	\$18.00	\$23.11	\$18.00	\$23.11	\$18.00	\$23.11	\$20.00	\$28.27	
Unarmed Level 3	\$20.50	\$28.78	\$19.50	\$26.22	\$19.50	\$26.22	\$18.50	\$23.65	\$18.50	\$23.65	\$18.50	\$23.65	\$18.50	\$23.65	\$18.50	\$23.65	\$18.50	\$23.65	\$18.50	\$23.65	\$20.50	\$28.78	
Unarmed Level 4	\$24.00	\$32.36	\$23.00	\$30.35	\$23.00	\$30.35	\$22.00	\$28.34	\$22.00	\$28.34	\$22.00	\$28.34	\$22.00	\$28.34	\$22.00	\$28.34	\$22.00	\$28.34	\$22.00	\$28.34	\$24.00	\$32.36	
Unarmed Level 5	\$25.00	\$34.01	\$24.00	\$32.02	\$24.00	\$32.02	\$23.00	\$30.04	\$23.00	\$30.04	\$23.00	\$30.04	\$23.00	\$30.04	\$23.00	\$30.04	\$23.00	\$30.04	\$23.00	\$30.04	\$25.00	\$34.01	
Unarmed Level 6	\$26.00	\$35.08	\$25.00	\$33.11	\$25.00	\$33.11	\$24.00	\$31.15	\$24.00	\$31.15	\$24.00	\$31.15	\$24.00	\$31.15	\$24.00	\$31.15	\$24.00	\$31.15	\$24.00	\$31.15	\$26.00	\$35.08	
Central Control Level 1	\$21.60	\$29.33	\$20.60	\$27.40	\$20.60	\$27.40	\$19.60	\$24.88	\$19.60	\$24.88	\$19.60	\$24.88	\$19.60	\$24.88	\$19.60	\$24.88	\$19.60	\$24.88	\$19.60	\$24.88	\$21.60	\$29.33	
Central Control Level 2	\$22.60	\$30.38	\$21.60	\$28.43	\$21.60	\$28.43	\$20.60	\$26.00	\$20.60	\$26.00	\$20.60	\$26.00	\$20.60	\$26.00	\$20.60	\$26.00	\$20.60	\$26.00	\$20.60	\$26.00	\$22.60	\$30.38	
Central Control Level 3	\$23.60	\$32.33	\$22.60	\$29.80	\$22.60	\$29.80	\$21.60	\$27.28	\$21.60	\$27.28	\$21.60	\$27.28	\$21.60	\$27.28	\$21.60	\$27.28	\$21.60	\$27.28	\$21.60	\$27.28	\$23.60	\$32.33	
Central Control Level 4	\$24.60	\$33.53	\$23.60	\$31.00	\$23.60	\$31.00	\$22.60	\$28.48	\$22.60	\$28.48	\$22.60	\$28.48	\$22.60	\$28.48	\$22.60	\$28.48	\$22.60	\$28.48	\$22.60	\$28.48	\$24.60	\$33.53	
Central Control Level 5	\$25.60	\$34.73	\$24.60	\$32.20	\$24.60	\$32.20	\$23.60	\$29.68	\$23.60	\$29.68	\$23.60	\$29.68	\$23.60	\$29.68	\$23.60	\$29.68	\$23.60	\$29.68	\$23.60	\$29.68	\$25.60	\$34.73	
Central Control Level 6	\$26.60	\$35.93	\$25.60	\$33.40	\$25.60	\$33.40	\$24.60	\$30.88	\$24.60	\$30.88	\$24.60	\$30.88	\$24.60	\$30.88	\$24.60	\$30.88	\$24.60	\$30.88	\$24.60	\$30.88	\$26.60	\$35.93	
Central Control Level 1 Full-time*	\$21.60	\$31.99	\$20.60	\$28.46	\$20.60	\$28.46	\$19.60	\$26.94	\$19.60	\$26.94	\$19.60	\$26.94	\$19.60	\$26.94	\$19.60	\$26.94	\$19.60	\$26.94	\$19.60	\$26.94	\$21.60	\$31.99	
Central Control Level 2 Full-time*	\$22.60	\$33.04	\$21.60	\$30.55	\$21.60	\$30.55	\$20.60	\$28.06	\$20.60	\$28.06	\$20.60	\$28.06	\$20.60	\$28.06	\$20.60	\$28.06	\$20.60	\$28.06	\$20.60	\$28.06	\$22.60	\$33.04	
Central Control Level 3 Full-time*	\$23.60	\$34.39	\$22.60	\$31.86	\$22.60	\$31.86	\$21.60	\$29.34	\$21.60	\$29.34	\$21.60	\$29.34	\$21.60	\$29.34	\$21.60	\$29.34	\$21.60	\$29.34	\$21.60	\$29.34	\$23.60	\$34.39	
Central Control Level 4 Full-time*	\$24.60	\$35.59	\$23.60	\$33.06	\$23.60	\$33.06	\$22.60	\$30.54	\$22.60	\$30.54	\$22.60	\$30.54	\$22.60	\$30.54	\$22.60	\$30.54	\$22.60	\$30.54	\$22.60	\$30.54	\$24.60	\$35.59	
Central Control Level 5 Full-time*	\$25.60	\$36.79	\$24.60	\$34.26	\$24.60	\$34.26	\$23.60	\$31.74	\$23.60	\$31.74	\$23.60	\$31.74	\$23.60	\$31.74	\$23.60	\$31.74	\$23.60	\$31.74	\$23.60	\$31.74	\$25.60	\$36.79	
Central Control Level 6 Full-time*														\$24.60	\$32.34	\$23.60	\$31.74	\$23.60	\$31.74	\$23.60	\$31.74	\$25.60	\$36.79
Vehicle Charge (if applicable)		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week	
Armed Level 1	\$21.00	\$32.14	\$20.00	\$30.60	\$20.00	\$30.60	\$19.00	\$32.07	\$19.00	\$32.07	\$19.00	\$32.07	\$19.00	\$32.07	\$19.00	\$32.07	\$19.00	\$32.07	\$19.00	\$32.07	\$21.00	\$32.14	
Armed Level 2	\$22.00	\$33.34	\$21.00	\$31.80	\$21.00	\$31.80	\$20.00	\$33.27	\$20.00	\$33.27	\$20.00	\$33.27	\$20.00	\$33.27	\$20.00	\$33.27	\$20.00	\$33.27	\$20.00	\$33.27	\$22.00	\$33.34	
Armed Level 3	\$22.50	\$33.94	\$21.50	\$32.40	\$21.50	\$32.40	\$20.50	\$33.87	\$20.50	\$33.87	\$20.50	\$33.87	\$20.50	\$33.87	\$20.50	\$33.87	\$20.50	\$33.87	\$20.50	\$33.87	\$22.50	\$33.94	
Armed Level 4	\$26.00	\$38.14	\$25.00	\$36.60	\$25.00	\$36.60	\$24.00	\$38.07	\$24.00	\$38.07	\$24.00	\$38.07	\$24.00	\$38.07	\$24.00	\$38.07	\$24.00	\$38.07	\$24.00	\$38.07	\$26.00	\$38.14	
Vehicle Charge (if applicable)		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week	
*40 hours with paid annual leave and sick leave accrual																							
All Regions																							
	Pay Rate	Billable Rate																					
Executive Protection (80 hours per pay period)	\$30+	\$85.00																					
Executive Protection (as needed basis)	\$30+	\$105.00																					
		TBD - Per Assignment																					
Vehicle Charge (if applicable)																							
Adding Full-time Level 6 Supervisor Position to Central Control																							



STATE OF MICHIGAN PROCUREMENT
Department of Technology, Management and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **230000000036**
between
THE STATE OF MICHIGAN
and

CONTRACTOR	DUHADWAY KENDALL & ASSOCIATES INC
	5160 Falcon View Ave., SE
	Grand Rapids, MI 49512-5450
	Zachary Simons
	616-656-0123
	zachsims@dksecurity.com
	CV0039328

STATE	Program Manager	Various	SW
	Contract Administrator	Nichole Harrell	DTMB
		517-449-9245	
		Harrelln@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Security Guard Services – Unarmed & Armed			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
December 1, 2022	November 30, 2025	7, one-year	
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input 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			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation # 220000002749. Order for delivery will be issued directly by the Department in accordance to Schedule A, Section 5.1 Authorizing Document.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$42,151,552.00

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and DuHadway, Kendall and Associates, Inc. DBA DK Security (“**Contractor**”), a Michigan corporation. This Contract is effective on December 1, 2022 (“**Effective Date**”), and unless terminated, expires on November 30, 2025.

This Contract may be renewed for up to seven (7) 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:

- Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “**Contract Activities**”). 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 Schedule A.

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, with no material defects; (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.

- 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.	Zach Simons 5160 Falcon View Ave SE Grand Rapids, MI 49512 zachsims@dksecurity.com 616-656-0123

- 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:
Nichole Harrell 320 S Walnut St. Lansing, MI 48933 HarrellN@michigan.gov 517-449-9245	Zach Simons 5160 Falcon View Ave SE Grand Rapids, MI 49512 zachsims@dksecurity.com 616-656-0123

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Debbie Manoleas (MDOS) 403 W. Allegan St. Lansing, MI 48933 manoleasD@michigan.gov 517-243-3080	Zach Simons 5160 Falcon View Ave SE Grand Rapids, MI 49512 zachsims@dksecurity.com 616-656-0123

State:	Contractor:
Kerri Bielski (Michigan Veterans Homes) 3000 Monroe Ave. NE Grand Rapids, MI 49505 BielskiK@michigan.gov 616-364-5327	Zach Simons 5160 Falcon View Ave SE Grand Rapids, MI 49512 zachsims@dksecurity.com 616-656-0123

State:	Contractor:
Lauri Bonnell (MDHHS) 725 Richard Dr. Harrison, MI 48625 BonnellL@michigan.gov 989-539-4260	Zach Simons 5160 Falcon View Ave SE Grand Rapids, MI 49512 zachsims@dksecurity.com 616-656-0123

State:	Contractor:
Kami Harris (MDOC) 206 E Michigan Ave. Lansing, MI 48933 HarrisK14@michigan.gov 517-388-2894	Zach Simons 5160 Falcon View Ave SE Grand Rapids, MI 49512 zachsims@dksecurity.com 616-656-0123

State:	Contractor:
Christopher Hopcraft (MDOC) 206 E Michigan Ave. Lansing, MI 48933 HopcraftC@michigan.gov 517-241-2192	Zach Simons 5160 Falcon View Ave SE Grand Rapids, MI 49512 zachsims@dksecurity.com 616-656-0123

State:	Contractor:
Jennifer Frank (LEO/UIA) 105 W Allegan St. Lansing, MI 48915 Frankj4@michigan.gov 517-719-9798	Zach Simons 5160 Falcon View Ave SE Grand Rapids, MI 49512 zachsims@dksecurity.com 616-656-0123

State:	Contractor:
Stephenie Aynn (DTMB) 615 W Allegan St. Lansing, MI 48933 AynnS2@michigan.gov 517-930-4454	Zach Simons 5160 Falcon View Ave SE Grand Rapids, MI 49512 zachsimons@dksecurity.com 616-656-0123

State:	Contractor:
Justin Fluharty (DTMB) 615 W Allegan St. Lansing, MI 48933 Fluhartyj@michigan.gov 517-899-5977	Zach Simons 5160 Falcon View Ave SE Grand Rapids, MI 49512 zachsimons@dksecurity.com 616-656-0123

State:	Contractor:
Jamie Cutler (LARA) 611 W. Ottawa 4 th Floor Lansing, MI 49833 Cutlerj1@michigan.gov 517-243-0145	Zach Simons 5160 Falcon View Ave SE Grand Rapids, MI 49512 zachsimons@dksecurity.com 616-656-0123

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 Schedule 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. Bill and pay rates may be extended on a case by case basis and are subject to negotiation based on MiDeal members location and hours requested per week. 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 Schedule 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. **Reserved.**
12. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel 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 Schedule A, 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 Schedule A.
17. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. 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. 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. **Reserved.**
19. **Reserved.**
20. **Reserved.**
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 Schedule A. 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.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

- 22. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A. 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.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) 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. 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, 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, 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.
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 **180** 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) taking 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 Contractor by any entity, agent, vendor, or employee of the State; (d) 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 (e) 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. **Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by 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) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by 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 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. 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.

28. **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.
29. **Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, 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.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
30. **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.
31. **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.

32. Reserved.

33. 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.

34. Data Privacy and Information Security.

- a. **Undertaking by Contractor.** Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. **Audit by Contractor.** No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. **Right of Audit by the State.** Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- d. **Audit Findings.** Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. **State's Right to Termination for Deficiencies.** The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

35. Reserved.

36. Reserved.

- 37. 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.

- 38. 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) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) 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; (h) 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 (i) 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. 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.

- 39. 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.

- 40. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

41. Reserved.

42. Reserved.

- 43. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). 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.
- 44. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 45. 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. Complaints against the State must be initiated in Ingham County, Michigan. 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.
- 46. 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.
- 47. 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.
- 48. 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.
- 49. 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.
- 50. 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:

Schedule	Description
Schedule A	Statement of Work
Schedule B	Pricing
Schedule C	Insurance Requirements
Schedule D	State of Michigan Prosperity Regions
Schedule E	Position Descriptions

- 51. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – 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 Schedule A – Statement of Work; (b) second, Schedule A – 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.
- 52. 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.
- 53. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 54. 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.
- 55. 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

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Equal Employment Opportunity

If this Contract is a "**federally assisted construction contract**" as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act (Prevailing Wage)

If this Contract is a **prime construction contract** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable.

The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- a. **Contractor.** The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- a. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. **Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause

to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- d. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal “funding agreement” as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean Air Act and the Federal Water Pollution Control Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549](#) (51 FR 6370; February 21, 1986) and 12689 (54 FR 34131; August 18, 1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Additional FEMA Contract Provisions.

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

1. **Access to Records.** The following access to records requirements apply to this contract:

- a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. **Changes.**

See the provisions regarding modifications or change notice in the Contract Terms.

3. **DHS Seal Logo and Flags.**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4. **Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5. **No Obligation by Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

6. **Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Contract No. 230000000036

Security Guard Services – Unarmed and Armed

BACKGROUND

This Contract is for unarmed and armed security guard service for various State of Michigan facilities located in the Upper Peninsula, Northwest, Northeast, West Michigan, East Central, East, South Central, Southwest, Southeast and Detroit Metro Prosperity Regions.

SCOPE

All Contractors and their employees must comply with all requirements set forth under Public Act 330 of 1968, as amended, and any regulatory legislation enacted during the term of this Contract. Wherein the State's specifications and requirements exceed those of Public Act 330 of 1968, for the purpose of this Contract the State's specifications and requirements take precedence. The Contractor will be required to furnish properly trained and equipped security guards to maintain order, protect clients, staff, visitors and property from harassment, injury, damage or theft and take appropriate action as specified in the Procedure Manual for each building and/or location.

This Contract will establish base line requirements that will be expected to be adhered to at all locations. Individual locations will provide post-orders that will provide site specific details before Contract activities start at the site.

Out-Of Scope

The following tasks are **considered out-of-scope** for this Contract (unless otherwise stated as a requirement on the Schedule D - Service Level Requirements.

- a) Performance of personal chores for anyone (i.e., porter or courier service)
- b) Providing of transportation for agency staff or visitors (i.e., chauffeur service)
- c) Provide services for State Agency Operations. (i.e., answering phones)
- d) Carry a firearm or other weapon (unless they are an armed security guard)
- e) Detain by force or arrest persons
- f) Any physical contact with any person
- g) Assume duties or act on behalf of a state agency employee and/or agency (i.e., agency specific work, unless assigned to DTMB Central Control)

1. General Requirements

1.1. Guard Qualifications by function – Unarmed and Armed

The Contractor must provide security guards who can perform the following:

- a) Understand and carry out oral and written instructions.
- b) Instruct others on necessary policies, rules, duties and function.

- c) Recognize dangerous conditions about buildings and grounds and respond as necessary.
- d) Meet and deal courteously, and professionally with employees and visitors.
- e) Have knowledge of safety precautions and of fire prevention methods.
- f) Prepare clear, concise, complete, legible and factual written reports.
- g) If required to operate a motor vehicle, security guard must possess a valid State of Michigan driver's license.
- h) Walk, stand, run, and climb over prolonged periods of time so that guard personnel can perform the tasks detailed in the specifications
- i) Remain alert, even tempered, and exercise good judgment.
- j) Must show initiative, maturity, integrity and high ethical standards.
- k) Must show strong attention to detail, especially under stress
- l) Read, understand and execute regulations, policies, procedures, detailed written orders and training materials.
- m) Operate computer, telephone and radio communications equipment as provided by the agency.
- n) Determine the identity and business of visitors and employees.
- o) Maintain the integrity and confidentiality of the tour of duty.
- p) Keep a critical eye to safeguard persons and property.
- q) Speak English clearly and distinctly.
- r) Give directions and instructions verbally to the general public, agency personnel, visitors and other tenants.
- s) Summon telephonically or via radio emergency fire/ambulance/medical assistance when necessary.
- t) Use and care for assigned State of Michigan property and equipment included but, not limited to keys, X-ray equipment, monitoring equipment, building access control, security surveillance and alarm detection systems as provided by the agency.
- u) See with normal color vision to distinguish color-coded entry media and have the ability to hear audible alarms.

- v) Complete all necessary forms provided by the State.
- w) Initiate and render assistance in first aid to employees, residents, volunteers and visitors in situations of emergency, injury, or illness.
- x) Must be able to solve problems and de-escalate situations in a non-confrontational manner.
- y) Must possess the ability to perform basic mathematical calculations, such as addition, subtraction, multiplication, and division as a minimum.
- z) Must be bound to confidentiality of any information they may become aware of during the course of performance of their contracted tasks.
- aa) The use of all drugs, alcohol, tobacco, vaping products, fireworks and explosives are prohibited while in uniform and on state property.
- bb) Possession of personal electronic devices while on duty and in uniform is prohibited on state property without state agency approval.

1.2. Guard Qualifications – Armed Only

- a) Be competent, proficient and safe in the handling and use of firearms.
- b) Must possess a valid Michigan Concealed Pistol License (CPL).
- c) Have a minimum of four (4) hours of instruction on a firing range annually.

1.3. Physical Requirements

- a) Security guards must be physically and mentally sound.
- b) Security guards must have 20/20 vision (correctable).
- c) Security guards must not have an uncorrectable hearing impairment.
- d) Security guards may be required to sit or stand for extended periods of time; walk long distances, including up and down stairs; use hands and fingers to handle or feel objects, tools, or controls; and be able to speak and hear. Guards must also be able to reach with hands and arms, and to hold objects. Guards must also be able to lift up to 50 pounds.

1.4. Work Hours

Security guards and supervisors must not work more than sixteen (16) consecutive hours without a 12-hour rest period. Security Guards provided under this Contract shall not be assigned to provide service at other locations which would result in failure to provide all hours specified in this Contract.

Security guards that report to or depart from work during non-standard business hours for that location shall contact their supervisor or Contractor central command center upon arrival and departure.

Supervisors are prohibited from providing services to other vendor accounts while on duty.

1.5. Uniform Requirements

Contractor employees shall be clearly identifiable while on State property. Each security guard must wear a consistent uniform prescribed by the Contractor with no ornamentation; specifically, political buttons, tags, union badges, etc., which are not related to the performance of security work. The uniform and related equipment of all security guards must be kept neat, clean, in good repair and shoes must be clean and without blemish. During warm temperatures, indoors or outdoors, security guards must not roll up long sleeve shirts. Shoes must be dark in color, preferably black business type shoes. Platforms, 1" or higher heels, or tennis shoes must not be worn on duty. The Contractor must supply all weather gear (raincoat and overcoat) to each location for the use of the security guards for exterior patrolling (if applicable).

Security guards must be outfitted with uniforms that conform to standards of Public Act 330 of 1968 this could include a blazer to be worn as the outer garment over the shirt in lieu of a standard security officer uniform. Final uniform requirements will be coordinated with the agency Program Manager or designee based on post location. This uniform must incorporate identifying insignia and name tags (as stipulated in the guard equipment section of the specifications). In addition, the attire prescribed in this paragraph must be in compliance with Public Act 330 of 1968, as amended and must be acceptable to the Program Manager.

Any deviations from uniform requirements listed above, must be requested in writing by the Contractor to the State. The Contractor must present the request to the Program Manager or designee for approval prior to implementation of any changes. Any proposed changes to uniform patches or shields that affects the uniform standards outlined in Public Act 330 of 1968 must be approved by the Michigan Department of Licensing and Regulatory Affairs.

See below for digital images of uniform options (left to right):

1. Traditional navy-blue or white security officer uniform with badge
2. BDU tactical uniform
3. Formal blazer with tie and non-traditional badge/name plate
4. White security officer uniform with a navy vest and badge
5. DK Security polo shirt with dress pants



a) Optional Related Equipment

Body armor may be requested by agencies. Body armor is to be concealable body armor, designed to be worn under the uniform. Body armor purchased and supplied, must meet or exceed NIJ Threat Level II. It will be the responsibility of the Contractor employee to care for and maintain the best (including cleaning of inserts and carrier) at all times.

Should additional body armor be needed (employee turnover, body armor expiring, etc.), the Contractor will notify the applicable agency Program Manager in writing, the request must be approved by the agency Program Manager, and the Contractor will invoice agency for the cost of replacement body armor. Agencies will not compensate for more than three vests per contract year. The agency will not be invoiced for cost associated with replacing lost body armor, or body armor damage caused by a contractor employee.

1.6. Guard Equipment – Unarmed and Armed

The Contractor must guarantee that each security guard must possess, at all times, on his or her person:

- a) One (1) operable mobile communication device capable of transmitting and receiving throughout the assigned locations. Two-way radios or cell phones are acceptable.
 - i. The Contractor must also supply the agency with one (1) identical transceiver (with the exception of a cell phone). The agency must be responsible for damages to its assigned transceiver. The Contractor must supply rechargeable batteries and/ or rechargers, which must be kept at the location and must make available to the agency upon request, a copy of the F.C.C. Certificate of licensure to operate on assigned frequency, if applicable.
- b) State Program Manager or designee approved/provided security officer badge with legible 1/4" letters, of uniform size and color, worn on the outer garment above the right breast pocket.
- c) One (1) operable timepiece.

- d) One (1) operable pen.
- e) One (1) personal pocket notepad.
- f) One (1) operable 3-cell D-type battery flashlight with batteries or rechargeable batteries with charger. Alternative will be considered based on written request to the Program Manager.
- g) Personal electronic and/or digital devices (cellular devices, smart watches, and personal computers, etc.) are prohibited except for authorized work duties.
- h) All other equipment and supplies necessary to meet the specifications of this Contract must be furnished by the Contractor.
- i) Contractor may be required to provide a street legal motorized patrol vehicle (marked) as specified in the site-specific procedure manual. The specific vehicle provided must be approved by the State Program Manager.
- j) Contractor may be required to provide a patrol bicycle (marked) and safety equipment as specified in the site-specific procedure manual. The specific bicycle provided must be approved by the State Program Manager.

1.7. Guard Equipment – Armed Only

The Contractor must guarantee that each security guard will possess, at all times, on his or her person:

- a) Belt which must be capable of bearing the load of a pistol with a holster and proper number of rounds to fully reload the pistol with duty ammunition at least once.
- b) Holster specifically designated for the size (frame and barrel length) pistol carried by the guard. Any style holster is acceptable providing it is safe (able to hold the weapon securely and is serviceable). Mechanical clamshell holsters and full flap holsters are prohibited.
- c) Pistol – make, model and caliber must be approved by the Program Manager or designee prior to being carried by the guard.
- d) Duty ammunition, which shall be conventional, factory loaded cartridges of appropriate (proper) caliber for the pistol being used. Specific load must be approved by the Program Manager.
- e) Maintenance must be covered by the Contractor for weapons which are supplied to their personnel.
- f) All weapons must be maintained in a serviceable condition.

- g) Registration, licensing, and liability costs and responsibilities will be covered by the Contractor for the weapons used by the Contract security guards.
- h) Guarantee that security guards carry only authorized weapons.
- i) Arming of Contract security employees will be in accordance with all State and Federal statutes pertaining to firearms, and the Contractor's Policy and Procedure for the Use of Force.

1.8. Supervision by Contractor

The Contractor must:

- a) Respond within eight (8) hours of request from the Program Manager or their designee for on-site meeting with a supervisory representative from corporate headquarters.
- b) Provide a written plan to resolve problems within twenty-four (24) hours upon request by the Program Manager or designee.
- c) Provide another trained security guard when one, while in the line of duty and/or result of same, is required to appear in court or at an employee grievance hearing on behalf of the agency. Payment will be made by the agency for the number of hours required for appearance in court, less witness fees.
- d) Provide at the written request (e-mail) of the Program Manager, additional temporary security guards required to secure additional properties needing protection for an interim period of time, including 24-hour assignments, should that be required. Any permanent increase in the number of guards or hours of service at a given location must be authorized by a revised delivery order (DO), including any additional security guards for covered properties or other additional properties which may require protection. Such additional security guards must be provided when the suitable agreement is reached by the State and the Contractor. Such manpower additions, as well as general orders, must be based on a case-by-case survey of the properties in question.
- e) Program Manager or designee reserves the right to meet with potential security officers and/or security supervisors prior to their assignment.
- f) Program Manager or designee reserves the right to conduct a background investigation on potential security officers and/or security supervisors prior to their assignment. In addition, Program Manager or designee reserves the right to conduct additional background investigation(s) on security officers and/or supervisors during the course of this Contract as deemed necessary by the Program Manager. The agency reserves the right to accept, reject, or have replaced a given guard based on the information available.
- g) Contractor must guarantee that unarmed security guards do NOT carry ANY weapons.
- h) Replace any employee immediately upon notification by the Program Manager or designee that a criminal history exists disqualifying employee from employment based on the

requirements of Public Act 330 of 1968. Such employee may not be reassigned to any State location.

- i) Maintain copies of each guard's application and investigative reports and provide a training package for each guard as described above. Each guard must present a training package to the Program Manager or designee prior to starting work at the facility upon request. The agency reserves the right to accept or reject a given guard based on the information available. Contractor must update each guard's information for agency files as necessary during the life of this Contract.
- j) Certify in writing to the Program Manager or designee that guards assigned to locations encompassed within this Contract have successfully passed both pre-employment and random urine testing for drugs. The testing must include but is not limited to the following analytes (drug groups): Amphetamines, Cannabinoids, Cocaine Metabolites, Dissociative Drugs, Hallucinogens, Methamphetamines Opioids, and Phencyclidine. Random drug screens must be conducted at least twice (2) per year. Written verification from the laboratory that each assigned guard, due to be tested, has successfully passed the drug screen, must be presented at the monthly meeting between the Program Manager or designee and staff from the Contractor's administrative office. In addition, the State reserves the right to see copies of actual test results from the laboratory. The Contractor must replace any employee immediately upon notification that they have failed their random drug screen. Such employee may not be reassigned to any other State location.
- k) The Program Manager(s) may require the Contractor to immediately remove any of its employees from the agency's premises for cause in the State's sole discretion. Any and all such removals must be made in the name of the Contractor and all responsibilities will be assumed by the Contractor. Any such guard must not be placed in another State agency.
- l) The Contractor must be responsible for training all on-site personnel to include but not limited to security procedures, emergency response, reporting procedures, communication procedures and first aid. Certification of such training must be provided to the Program Manager or designee prior to the introduction of personnel to the work site.
- m) The Contractor must be responsible for training all on-site personnel for their position duties and individual post orders for each location.
- n) The Contractor must be responsible for all acts and omissions of its employees, as well as acts and omissions of any other personnel furnished by the Contract to perform the Services.
- o) Designation of an on-site Supervisor/Lead Worker for day-to-day administration of the services provided under the proposed contract.
- p) Site Supervisor must not stand guard post but be dedicated to supervision of guards, providing relief to other guards, and working with the Program Manager or designee to ensure security of buildings.

- q) Maintain and annually review and update as necessary all post orders detailing site specific requirements, procedures and emergency procedure and submit for state agency Program Manager or designee review and approval.

1.9. Security Guard Duties – Unarmed and Armed

The security guards must:

- a) At a location without a dedicated supervisor report to the designated State Program Manager or designee who must be responsible for on-site supervision. The State may waive this requirement and delegate time and attendance to the Contractor.
- b) Operate X-ray and/or metal detection equipment where this equipment is deployed. Contractor must adhere to Ionizing Radiation Rules governing the use of radiation machines outlined in Public Act 368 of 1978, as amended.
- c) Be trained and familiar with security procedures, emergency response, reporting procedures, communication procedures, first aid post-orders, site specific procedures, at their respective location(s).
- d) Log all routine, unusual events, found articles and hazardous conditions in writing. The Daily Log must be the official record of the activity. The Daily Log must be available at all times for inspection by the State Program Manager or designee. The Daily Log must be retained for two years on site from the date of creation.
- e) Receive, safely keep and turn over to appropriate persons, official mail, messages and other transmittals when so authorized.
- f) Be alert to any emergency (i.e., fire, suspicious/menacing individual, bomb threat, etc.) and take appropriate action as defined by the post order for this facility. In the event of injury to or illness of an employee or client, render first aid until professional help is obtained. Notify the State Program Manager or designee immediately.
- g) Report potentially hazardous conditions and items in need of repair including lighting, plumbing, wet floors, etc., and must include this in the Daily Log.
- h) Require all employees to visibly display their employee identification before allowing access to the building.
- i) Require all employees who do not have valid employee identification and all visitors to present valid government issued photo identification, sign in, be issued a dated visitor pass and receive agency authorization and verification prior to entering the building.
- j) When guard services are provided during non-office hours, employees entering the premise must present valid employee identification before entering and leaving the building. All employees authorized to enter the building must have the proper identification visibly displayed on their person.

- k) Question, when necessary, persons gaining unauthorized access and notify proper authorities. All employees authorized to enter the building during other than working hours must have the proper identification on their person.
- l) Show respect and courtesy to all persons on all occasions.
- m) Dispose of waste so as not to create custodial chores for others.
- n) Complete and submit a Daily Log to guard supervision.
- o) Not visit or fraternize with agency staff, clients, other building tenants or visitors.
- p) Not assemble with other security guards on duty except as required or related to an emergency.
- q) Not use tobacco or vaping products while in uniform, whether on duty or off duty.
- r) Not depart from duty station until relieved.
- s) Not do any of the following while on duty:
 - i. Read newspapers, magazines, books or other material other than State or Contractor issued directives.
 - ii. Use any musical instrument.
 - iii. Have pets at work.
 - iv. Consume alcoholic beverages or narcotics or be under their influence when reporting for or while on duty.
 - v. Possess or use personal electronic devices other than those issued by the State or Contractor
- t) The Contractor must perform roving patrols of the respective facilities and/or grounds upon request or as specified in the site-specific procedure manual.
- u) Armed guards must log anytime a weapon is discharged on the property and immediately report to the State Program Manager.
- v) Armed guards must immediately report to the State Program Manager or designee any time a weapon is utilized.

1.10. Training, Recognition and Quality Assurance Program Requirements – Unarmed and Armed

Security guards, including additional staff that will provide security in the absence of assigned guards or an emergency, must be paid their hourly rate for all training hours. Training hours, in-house and on-the-job, required to comply with this Contract must not be billed to the state but must be part of Contractor's operational overhead. Upon award of Contract a schedule of all training must be provided to the

applicable Program Manager. A representative from the agency may attend training sessions at their discretion.

All security guards must have a minimum of sixteen (16) hours classroom training prior to providing security for the State of Michigan. Guards must be compensated for training at the wages stipulated in this Contract (Schedule B –Pricing Model); however, training hours must not be billed to the State of Michigan, training costs must be incurred by the Contractor. Classroom training and testing must include, but not be limited to, the following subjects:

- a) Company and Position Orientation - MINIMUM 8 HOURS
 - i. Minimum uniform requirements and appearance
 - ii. Limits of authority and employment
 - iii. Persons or authorities to be contacted in emergencies or unusual occurrences
 - iv. Licensee or parent company structure which affect guard's duties
 - v. Guard courtesy and public demeanor
 - vi. Report writing
- b) Be trained and familiar with security procedures, emergency response, reporting procedures, communication procedures, first aid post-orders, site specific procedures, at their respective location(s).
 - i. Public/Client Relations
 - ii. Techniques of Patrol
 - iii. Fire Prevention
 - iv. Basic First Aid
 - v. American Disabilities Act (ADA) Awareness and Sensitivity
 - vi. Social Engineering
 - vii. Emergency Preparedness and response procedures - MINIMUM 2 HOURS
 - General responsibilities regarding medical emergencies-response, crowd control, exposure to bodily fluid, fire prevention & safety, bomb threats, searches & types, weather emergencies, chemical spills, leaks & related waste and evacuation procedures.
- c) Defensive Tactics - MINIMUM 4 HOURS
 - i. Self-defense
 - ii. Verbal/Sensitivity training
 - iii. De-escalation and reasonable use of force
- d) Personnel assigned to this facility must be CPR and First Aid Certified prior to the commencement of employment at these locations. CPR and First Aid training (both initial and re-certifications) must be at no cost to the employee. Certification must be included in the training packet.
- e) X-ray and metal detection training may be required based on site requirements as listed in post orders.

- f) Additionally, no less than sixteen (16) hours on-the-job training for their specific site must be required during which time the new guard must be under the immediate supervision of a supervisor or lead worker at no additional cost to the State.
- g) Alternatively, the above requirements (a-e) may be waived by the State Program Manager or designee for experienced security guards with documented training meeting the hours as specified. On-the-job training may be waived by the State Program Manager or designee for guards who have been providing adequate service at the site(s) in question.
- h) The Contractor must allow assigned security guards to participate in special training programs which may be offered/required by the agency, during normal work hours. The Contractor must maintain a security guard on post while the State training is occurring.
- i) Security personnel must undergo quarterly refresher training on specific skills and knowledge determined jointly by the contractor and the State.
- j) Onsite supervisors must receive advanced training in Human Resource/Personnel Management.
- k) Advanced training classes must be available to all security guards to cover topics specified in the RFP in greater depth and additional topics such as: Implicit bias, Haz-Mat, Blood-Borne Pathogens, Supervisory Programs, Performance Management and Service Excellence.
- l) The Contractor shall review training requirements a - d on an annual basis and revise as appropriate to conform with applicable best practices, laws and/or statutes.
- m) Contractor must follow the principles of performance management in daily management of guards.
- n) Contractor must have an employee recognition program for guards and supervisors.
- o) Contractor must employ a quality assurance program and ensure identified gaps are addressed within 48 hours.
- p) Contractor must employ an employee assistance program.
- q) The Contractor must certify to the Agency Program Manager or designee that each employee used to fulfill this Contract has completed the above training requirements. The training package must be maintained and provided upon request, The training package must contain at a minimum, the following information:
 - i. Indicate the areas of instruction, the date of instruction and the names of instructor(s).
 - ii. Sufficient resume information about named guard to show evidence of compliance with educational and physical requirements of these Contract stipulations.
 - iii. List of training subjects completed with the dates of completion of each subject, and name of instructor(s) providing that training.

- iv. Any other information considered pertinent to this position (i.e., first aid card & dates of training).
 - v. All supervisors employed under this Contract are required to complete Federal Emergency Management Administration (FEMA), National Incident Management System Independent Study courses IS-100 (Introduction to Incident Command Systems) and IS -700.a (National Incident Management Systems (NIMS) an Introduction), or other emergency management training program as approved and accepted by the State's Program Manager. Successful completion of each course must be documented and included with employment training packet prior to assignment under this Contract.
- r) The Program Manager or designee may retain copies of each assigned guard's training package on file at the location, so that verification of specification compliance is available to any State inspector at whatever time an unscheduled inspection may be required by DTMB-Procurement or the Department of Licensing and Regulatory Affairs.

1.11. Training Requirements – Armed Only

Armed Security Guards assigned to this Contract must be trained to the standards established by the Michigan Commission on Law Enforcement Standards (MCOLES) of training and qualifications in the use of firearm, pursuant to the new statute Public Act 381. Personnel must also maintain a Michigan Concealed Pistol License (CPL). The training must (at a minimum) consist of the following topics:

- i. Pistol Knowledge and proficiency in their assigned weapons system
- ii. Basic Firearm Safety
- iii. Ammunition Knowledge
- iv. MCOLES Combat Qualification Course or equivalent course approved by the Program Manager
- v. Weapons retention
- vi. Firearms and Weapons Law
- vii. Use of Deadly Force (i.e., Shoot, Don't Shoot) Written Examination

A live fire exercise must be conducted a minimum of once per year as part of the proficiency and re-qualification process.

Arming of Contract security employees will be in accordance with all State and Federal statutes pertaining to firearms, and in accordance with the Contractor's Policy and Procedure for The Use of Force.

Guards must comply with the State of Michigan Concealed Pistol License Laws.

1.12. State Requirements

The State will supply, if applicable:

- a) All reporting forms as necessary to be completed by the Contractor, for the Contract locations. For example:
 - i. Incident report.
 - ii. Register for authorized building entry/departure

- iii. Removal of physical property report.
 - iv. Lost and found envelope.
 - v. Daily log.
- b) All necessary keys. The Program Manager, or designee, will issue a receipt, which must be signed by the Contractor, confirming these items were issued to them. Keys must not be loaned or used for purposes other than official State business. Keys issued must remain on the premises and not be taken home by an individual security guard.
- c) Names and telephone numbers of authorized personnel, including police, fire, etc., to be notified in the event of mechanical failure or emergencies.
- d) Training provided by the agency, if applicable, in:
- i. The correct operation of any security alarm system, life safety, access control and/or security surveillance equipment used at the site.
 - ii. Proper use of on-site procedure manuals. Training updates must be conducted as necessary.
 - iii. At the Program Manager's discretion, a written test will be administered to all supervisors and guards assigned to location(s) covered under this contract within two (2) weeks of guard's assignment to facility. Random testing of procedures will be given at the Agency Program Manager's discretion. The Agency Program Manager or designee reserves the right to have guards and/ or supervisors who do not demonstrate an acceptable level of performance on the test to be removed from the site.
- e) Post orders detailing site specific requirements and emergency procedures must be provided by the Agency Program Manager or their designee to the Contractor within 30 days of contract start-up. These orders must be deemed a portion of this contract and failure to carry out these orders must be considered a violation of this contract.

1.13. Michigan Department of Corrections (MDOC) Specific Requirements

A. Security

The Contractor, and its staff will be subject to the following security procedures:

1. No active warrants or pending charges on any staff assigned to this contract.
2. MDOC reserves the right to approve, decline, or remove Contractor and its staff from providing services on this Contract.
3. May not be under Federal, State or local jurisdiction as a prisoner. Must be off of Federal, State or local jurisdiction for five years from the date of discharge. Felony ex-prisoners will not be considered as contracted staff until they have been discharged from all sentences, including parole and probation, and are approved by the Deputy Director of the Correctional Facilities Administration (CFA). MDOC reserves the right to approve or decline applicants who have been involved in the criminal justice system depending on the circumstances.

4. Not under investigation or under disciplinary action of the Michigan Department of Licensing and Regulatory Affairs.
5. Has not 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.
6. Has not been convicted of engaging in, attempting to engage in or conspiracy to engage in sexual activity 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.
7. Has not been civilly or administratively adjudicated to have engaged in the activity described in number 6 above.
8. All drivers, Contractor's, Contractor's personnel, and technicians that are entering an MDOC facility must be LEIN cleared by MDOC at least 72 hours prior to facility entry. The Contractor's personnel must be LEIN cleared and received written approval from the MDOC's Contract Manager initially and annually by MDOC prior to any work with MDOC prisoners. The Contractor should attempt to get any and all staff/inspectors that potentially could go into a secure facility during the life of the contract pre-cleared through LEIN before a need is recognized. Should an emergency arise, MDOC may be able to LEIN clear individuals less than 72 hours if approved by the Contract Manager.
9. The Contractor must request LEIN clearance in writing. The completed LEIN Information Form must be sent to and approved by MDOC prior to Contractor's personnel working with MDOC prisoners and annually following approval. There is no cost associated with the LEIN clearance. The LEIN form and email address will be provided to the Contract awardee(s).
10. The Contractor must document if Contractor's personnel assigned to the Contract is related to or acquainted with a prisoner incarcerated and under the jurisdiction of the MDOC. For Contractor's personnel who are related to or acquainted with a prisoner, the Contractor's staff member must complete the Prisoner Contact Exception Request (CAJ-202) and submit it to the MDOC Program Manager or designee. The Contractor must ensure its personnel complete the form and notify the MDOC Program Manager of any changes throughout the contract term. The Contractor's and subcontractor's personnel will be required to enter State facilities. The State may require the Contractor's and subcontractor's personnel to wear State issued identification badges.
11. The Contractor's personnel will be required to enter State facilities. The State may require the Contractor's personnel to wear State-issued identification badges.
12. All vehicles entering a correctional facility must be inspected before entry of the secure perimeter.
13. The MDOC reserves the right to deny access to any correctional facility to anyone who fails to comply with any applicable State, Federal or local law, ordinance or regulation or whose presence may compromise the security of the facility, its members or staff. Weapons, alcoholic beverages, poison, and prescription drugs and controlled substances without written certification of needs from a licensed physician (does not include medical supplies for the facility), cellular devices, cameras, and audio or visual recording devices are prohibited from being brought into all MDOC correctional facilities. Tobacco products and smoking also are prohibited both inside a correctional facility and on facility grounds except as specifically authorized by MDOC policy.

Wardens may prohibit other items from being brought into their respective correctional facilities. Smoking is prohibited.

14. Security is the facility's first priority, and the Contractor and Contractor Personnel must be responsive and respectful of these needs.
15. The Contractor, Contractor's, and subcontractor's personnel must comply with and cooperate with all correctional facility rules, procedures and processes as well as State and federal laws. Contractor personnel must ensure that they are complying with all facility rules and regulations including, but not limited to, dress code and items allowed to be possessed.
16. The Contractor's personnel must follow the facility entry, exit, manifest process, to include the following:
 - a) The Contractor personnel may receive an orientation and training by the MDOC on security, procedures, etc., inside the correctional facility. The Contractor must maintain a copy of the Contractor personnel's training certificates in the appropriate file for auditing purposes.
 - b) The Contractor personnel must follow all MDOC rules, procedures and security processes at all times.
 - c) The Contractor must ensure that all Contractor personnel working in a correctional facility are familiar and in compliance with the necessary routines and increased awareness of working inside a facility. Working inside the facility requires that the Contractor personnel develop positive and cooperative relationships with MDOC facility staff.
 - d) The Contractor personnel must report any concerns, issues, or rule violations to the MDOC facility staff immediately.
 - e) The Contractor personnel must use the MDOC facility staff as a resource for questions and guidance working with prisoners and inside a correctional facility.
 - f) The Contractor personnel must defer to MDOC correctional facility staff for directions. The Contractor personnel must remember they are a guest in the facility and that security is the first priority of the facility.

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

1. The Contractor and the Contractor Personnel shall comply with the Final Rule implementing PREA, all applicable PREA standards (Attachment 1) and the agency's policies. The Contractor and Contractor Personnel 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.
2. Contract Personnel who may have contact with prisoners must complete PREA training Program A - Correctional Facilities Administration (CFA) Security Regulations (Attachment 1) prior to entrance in any MDOC Facility. Upon completion, Contractor Personnel shall submit a signed memorandum to the Contract Administrator documenting completion of the training and date of completion.

3. As is deemed necessary, the MDOC Contract Monitor or 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.

C. Vendor Rules and Regulations Handbook

The Contractor will require all its employees working inside an MDOC correctional facility to read and sign the MDOC Vendor Rules & Regulations Handbook (Attachment 2) upon award of Contract. The purpose of the MDOC Vendor Rules & Regulations Handbook is to provide the Contractor with general information regarding basic requirements of working within the MDOC, provide notice of work rules, and consequences of rule violations. The awarded Contractor must provide copies of each signed Employee Acknowledgement to the MDOC Program Manager at the completion of the employee's orientation.

D. Training

In accordance with MDOC instruction, Contractor staff providing services under the MDOC contract may be required to complete applicable MDOC provided training prior to providing services under this Contract and annually thereafter. The training assigned will be specific to Contractor worksite, level of offender contact, 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. Contractor staff will be reimbursed for required MDOC training upon successful completion of their assigned MDOC Training Plan. New Contractor training is required to be completed prior to providing services under the contract and may be completed at a non-MDOC location (Home Office, Agency Office, etc.). Contact the MDOC Contract Representative with any questions concerning MDOC training.

1.14. Executive Protection

Contractor must provide Executive Protection armed security services for assignments specified by Agency. The Contractor will provide trained Executive Protection armed security personnel with prior law enforcement, executive protection and/or military police experience to provide armed protective services for Agency Executive Clients. Executive Protection armed security personnel are expected to competently respond to any situation that may arise while supporting the client.

Contractor must provide the following:

- Fully trained prior law enforcement/military police/executive protection security personnel to provide security/protection services for identified Agency clients.
 - Contractor will provide Agency with the Executive Protection security personnel name and date of birth, prior to assignment.
 - Contractor will provide Agency with application, resume', background information, references, training records and experience related to the position of all Executive Protection security personnel assigned to this detail.
 - Contractor will submit approved weapon qualification records for assigned personnel.

- Corporate unmarked vehicle for use by assigned Executive Protection security personnel. Agency may choose to utilize a state vehicle if allowed under Contract.
- Signed and executed Non-Disclosure Agreement for all participating Contractor' staff.
- Contractor's Use of Force policy to Agency Program Manager or designee for review.

Agency may request to interview the Contractor's selected personnel prior to assignment.

1.15. Transition

A. Contract Implementation:

Contractor must explain in detail its implementation plan to begin services, including:

- Requested transition time to begin security guard services for sites proposed in each Region. Contractor should prepare and plan for at least one month transition period before the new Contract begins. Contractor must indicate proposed transition time on the appropriate column on Schedule D - Service Level Requirements.
- How will guards/site supervisors/shift supervisor's information be collected for background checks prior to start of providing security guard service? Provide detail regarding background check process and timeframe of how long the process will take.
- Coordinate security clearance from Agency Program Manager or designee when required based on post assignment/location.
- Contractors must coordinate with the Program Manager or designee for transition.
- Successful Contractor must meet with Program Manager or designee at the site to arrange schedules, obtain equipment, post orders and other agency specific information necessary prior to start of any contracted service.
- Submit a package, prior to Contract start date, containing names of all guards and each guard's certification of training, whether temporary or permanent, who will be performing duties under this Contract to the Program Manager or designee. In addition, the packages provided must also include results of pre-employment drug testing.
- A minimum of 48 hours prior** to introduction of new personnel, temporary or permanent, Contractor must provide replacement guard's name and certification of training to the Program Manager. In addition, the Program Manager or designee must also be provided the results of pre-employment drug testing, background check and training schedule.

B. Post-Contract Transition:

The outgoing Contractor must have an obligation to coordinate a seamless transition of removal of personnel, equipment, tools, materials, and other items and services with the agency program manager.

The outgoing Contractor must have an obligation to coordinate a seamless transition to the new awardee. The outgoing Contractor is obligated to a **180-day** period which will include overview, post orders review and job shadowing of all positions. As well as a detailed plan for transition of SOM equipment, supplies and other assigned items.

The outgoing Contractor must return any State-owned ID badges, keys or equipment to the appropriate agency Program Manager or designee upon conclusion of the Contract activities. Cost of lost keys, ID badges and equipment will be deducted from last invoice.

Should Contractor's agreement not be renewed in the future, the outgoing contractor will participate in an efficient, productive and positive transition of services to a new security contractor. The outgoing contractor will:

- Support employees' continuing employment at the location should they choose, and cooperate with the incoming provider to transition our staff
- Provide post orders to the new company as approved by the State of Michigan
- Cooperate and demonstrate flexibility in terms of scheduling shared time at the site, allowing the new company to conduct appropriate amounts of training prior to their contract start date and tour the facilities
- Be available to answer questions about the site, staffing strategies, post orders, and further information that is deemed helpful for all parties involved, to ensure a seamless transition
- Turn over all State of Michigan owned equipment as requested and no later than the contract end date
- Continue to provide high quality services without interruption through the contract end date

Invoices must be sent within 45 days after expiration of contract. Any invoices received after 45 days will result in a non-payment of invoice.

2. Service Requirements

2.1. Timeframes

It is requested that all requests for new security guard service be fulfilled within three (3) business days after receipt of order. Replacement of existing guards must occur within 24 hours.

2.2. Emergency Preparedness

In instances of natural or state declared disaster, as a first responder, the State's orders will take priority. The State of Michigan then Extended Purchasing Participants must be serviced first, before other customers.

It is requested that all requests for service be fulfilled within three (3) business days after receipt of order.

The Contractor must provide services at the locations described in the Schedule C – Service Level Requirements and/or directed by the Program Manager or designee in emergency situations only.

a) Emergency Security Guard Deployment.

- i. In the event that an emergency situation has been declared which requires additional temporary security guards, the Contractor hereby agrees to provide the additional number of guards requested at the earliest opportunity, but not later than 24 hours after

notification. This deployment must include general orders and will be determined on a case-by-case basis.

- ii. Payment must be based on the following:
 - b) Request made that is less than 24-hour notice must be billed at a rate of one and one half (1.5) times the current Contract hourly bill rate.
 - c) The premium rate will be charged with less than 24-hour notice for the first two (2) calendar days.

2.3. Reporting

The Contractor(s) must submit an operational report on a monthly basis to the Agency Program Manager upon request.

- a) The monthly report must include but is not limited to:
 - i. Report Name
 - ii. Location summary detailing Additions & Removals from Schedule D – (by Agency & Facility)
 - iii. On-line incident reports
 - iv. Daily logs
 - v. Time reporting
 - vi. Investigative reports
 - vii. Summary of Incident Reports
 - viii. Summary of Emergency Management Reports
 - ix. Assignment of Personnel (i.e., which guards are at which location, if applicable,)
 - x. Re-Assignment of Personnel (i.e., when a guard is moved from one location to another, if applicable)
 - xi. Time and Attendance Reports
 - xii. Personnel Disciplinary Reports
 - xiii. Equipment Issues Report
 - xiv. Site Visit Log
- b) Contractor must submit digital images or renderings of sample reports with submittal
- c) The contractor must supply and maintain computerized systems for:
 - i. Automated post check-in to verify guards on station at the start of a shift and throughout the shift.
 - ii. Automated roving guard check-in to verify patrol coverage.
 - iii. The State program manager must have access to this computerized system through the state computer network.
- d) The State reserves the right to request additional reports, at no additional charge.

2.4. Meetings

The State will request kick-off meetings with the Contractor within thirty (30) days of the Effective Date.

The Agency Program Manager or designee may request weekly, biweekly, or mutually agreed upon meetings with staff from the contractor's administrative team to review reports, discuss the service level(s) provided, discuss the proficiency of security guards assigned, and discuss potential modification(s) to operating procedures.

Contractor must guarantee that, at least once per week, a security supervisor must be available for a meeting during normal business hours to discuss security issues with the Program Manager or designee to be had at Program Manager's discretion. These meetings shall be at no additional costs to the state. In the event that the Contractor has issues, the Agency Program Manager or designee will meet with the vendor within three (3) days of request.

The State may request other meetings as it deems appropriate.

3. Staffing

3.1. Staffing Requirements

Contractor will fulfill staffing requirements for the State by following the hiring process outlined below. Contractor will adhere to the tiered guard responsibilities listed on Schedule E – Position Descriptions.

1. Initial Review of Application

- a. Recruiter will review the application to ensure the applicant meets the minimum qualifications for the positions. NOTE: minimum qualifications may vary based on the position (i.e., Armed Security, Unarmed Security, Event Staff, Loss Prevention, etc.).
- b. For a standard Unarmed Uniform Security Officer, the minimum qualifications are:
 - i. Applicant must be at least 18 years old or older
 - ii. Applicant must have a high school diploma or GED
 - iii. Applicant must have a clean criminal background (as outlined in the Security Public Act 330)
- c. Recruiter will also look to see that the applicant uses proper spelling and grammar throughout the application and essay portion.
- d. Recruiter will also look to see that the applicant has some related work history.

2. Phone Interview

- a. Immediately after the applicant completes their phone screen, the Contractor's Human Resources team receives the recording and transcription to review. Following the successful completion of the telephone interview, the Recruiter will either set-up a face-to-face interview at the Corporate Office or will send to the Site Supervisor and recommend a face-to-face interview (this part of the process will depend on the individual site and preference of the Site Supervisor and client).

3. Face-to-Face Interview

- a. Applicant will complete a face-to-face interview with either a Recruiter or the Site Supervisor. This part of the process is dependent on the individual Site Supervisor and client preferences. In some cases, the client will request to be part of this process and will request to approve any candidates prior to them being placed at the site. The Contractor Site Supervisor and Recruiter will collaborate with the client to ensure the procedure works well and is agreed upon by everyone.

4. Job Offer / Background Screening

- a. The Contractor's Security Site Supervisor and Recruiter will communicate and decide on which applicants to move forward with; at which time, the Recruiter will call the applicant to issue a formal, conditional job offer and schedule the New Hire Orientation.
- b. Immediately following the conditional job offer, the applicant will sign off on an Inquiry Release Form, giving the Company authorization to run a full background check including state criminal, federal felony, sex offender's registry, social security number verification, department of corrections (OTIS), and Motor Vehicle Records. Once the background check comes back clean, the orientation date will be confirmed.

5. New Hire Orientation

- a. Applicant must attend the New Hire Orientation prior to beginning any type of training or work assignment. The New Hire Orientation process is outlined briefly below:
 - i. Pre- Employment Cognitive Ability Testing- GAMA that applicants must pass in order to move forward
 - ii. Review and Completion of New Hire Paperwork (i.e., tax forms, personal data forms, policy acknowledgements, etc.)
 - iii. Review of the Employee Handbook and G.I.F.T.S. program outlining our philosophy on customer service security
 - iv. Applicants will complete a 6-panel drug screen, which they must pass in order to move forward.
 - v. Applicant will receive a full set of uniforms prior to them leaving the orientation
 - vi. Applicant will receive a Site Welcome Letter created by the Hiring Manager welcoming them to the location and outlining the next steps.

3.2. Guard Retention

Contractor anticipates retaining employees for this Contract by:

- Cross-training opportunities
- Promotional Opportunities
- Outstanding performer awards
- Letters of Recognition
- Employee Assistance Program
- Employee Benefits Program
- HonorLine

3.3. Contractor Representative

The Contractor must appoint an account manager specifically assigned to State of Michigan accounts who will respond to State inquiries regarding the Contract Activities, who is directly responsible for the day-to-day operations of the contract over all locations. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least ten (10) calendar days before removing or assigning a new Contractor Representative.

Prosperity Region:

3 - Northeast
5 – East Central
6 - East
7 – South Central
9 - Southeast
10 – Detroit Metro

Contact Information:

Tyler Kalinosky
tylerkalinosky@dksecurity.com
269-447-6645

Prosperity Region:

1 – Upper Peninsula
2 – Northwest
3 - Northeast
4 – West
8 - Southwest

Contact Information:

Luke Bowen
lukebowen@dksecurity.com
260-316-7698

Prosperity Region:

4 - West
8 – Southwest

Contact Information:

Joe Budnik
joebudnik@dksecurity.com
616-443-8056

Prosperity Region:

7 – South Central
9 – Southeast

Contact Information:

Daniel Verlin
 danielverlin@dksecurity.com
 517-974-1709

3.4. Key Personnel

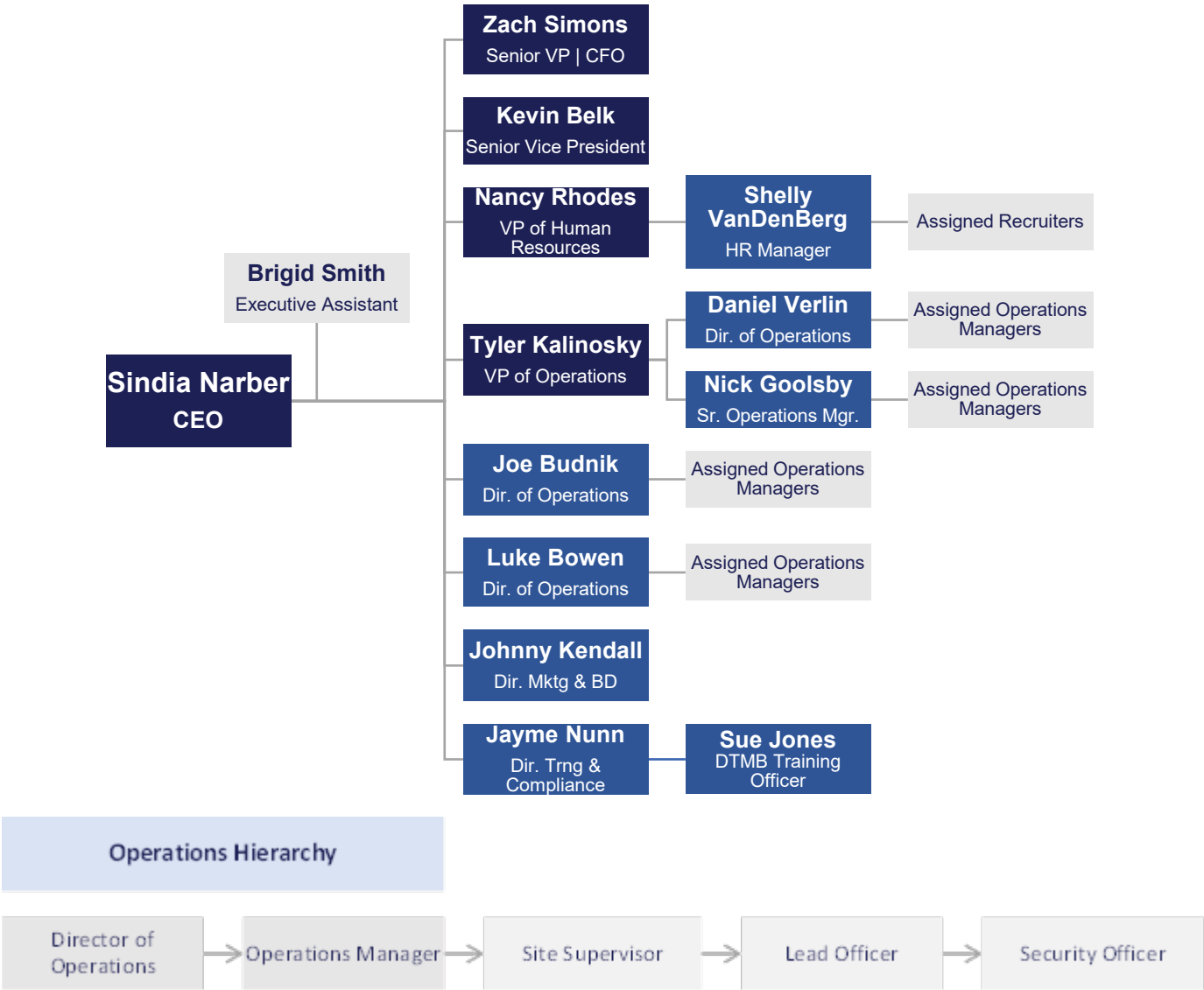
The Contractor must appoint individual(s) who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within one (1) hour.

The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent 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. The State may request a résumé and conduct an interview before approving a change. The State may require a 30-calendar day training period for replacement personnel.

The Contractor's Key Personnel are as follows:

1. Name & Title	2. Years of Experience in Current Classification	3. Position(s)	4. Role(s) / Responsibilities	5. Direct / Subcontract/ Contract	6. FT/PT/T	7. Length of Employment/Affiliation	8. % of Work Time	9. Physical Location
Tyler Kalinosky – Vice President of Operations	5 Years	Vice President of Operations	Overall supervision of all daily operations in Mid-Michigan, East Michigan, and Ohio	Direct	FT	7 Years	75%	Madison Heights
Daniel Verlin – Director of Operations	6 Months	Director of Operations	Management of managers assigned to a State of MI site in Mid-Michigan.	Direct	FT	7 Years	75%	Lansing
Joe Budnik – Director of Operations	10 Years	Director of Operations	Management of managers assigned to a State of MI site in West, Southwest, and North Michigan.	Direct	FT	21 Years	25%	Grand Rapids
Luke Bowen – Director of Operations	1 Year	Director of Operations	Management of managers assigned to a State of MI site in West, Southwest, and North Michigan.	Direct	FT	7 Years	50%	Grand Rapids

3.5. Organizational Chart



3.6 Customer Service Contact Information

Contractor to maintain a telephone number for a contact person(s) that is accessible 24 hours per day, seven (7) days per week, 365 days per year that may be contacted in case of an emergency. This contact must have the capability of dispatching a security guard(s) upon notification.

Contractor 24 Hour Command Center:
Number: 800-535-0646, 616-656-0123
Email: commandcenter@dksecurity.com

3.7 Disclosure of Subcontractors

The use of subcontractors will not be allowed.

3.8 Security

a) Contractor Responsibilities:

- I. All Contractor personnel will be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See http://www.michigan.gov/documents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458958_7.pdf. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

b) Security Breach Notification:

- i. If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

c) Background Checks:

- i. The Contractor will be subject to the following security procedures:
 1. All Contractor working on the Contract must undergo a security and background check, to include at a minimum ICHAT <http://apps.michigan.gov/ichat/home.aspx>, to be performed by the Contractor at its expense. Contractor must provide screening criteria with proposal. The ICHAT results must be provided upon request of the Contractor.
 2. The Contractor staff may be required to complete and submit an National Crime Information Center (NCIC) RI-8 Fingerprint Card for Finger Print Checks to the Contract Monitor upon request. Such request will be initiated by the State and will be reasonably related to the type of work requested.
 3. Contract employees assigned to the Michigan Veteran Homes must comply with the fingerprinting for criminal history checks in accordance with Michigan Public

Health Code Act 368 of 1978. Arrangements for fingerprinting will be made by the Michigan Veteran Homes on work site location.

- ii. Contract employees assigned to MSP occupied facilities will be required to complete Criminal Justice Information Systems background investigation including fingerprints.
- iii. The Contractor will be subject to the following security procedures at Michigan Department of Corrections (MDOC) Sites Only:
 - 1. While performing services under this Contract, Contractor staff has access to working with offenders (prisoners, parolees, and probationers). The Contractor and subcontractor must complete the Law Enforcement Information Network (LEIN) Information Form providing the necessary information for those employees working under the Contract that provide direct services or provide supervisory services to staff performing any of the previously identified functions. The LEINs must be conducted to ensure staff working under the Contract have no outstanding warrants, no active personal protection orders for domestic violence, are not currently on probation or parole, or otherwise under the jurisdiction of any federal, State, county or local criminal justice agency, for a minimum of two years. The LEIN Information Form must be sent to the MDOC Program Manager or designee (as referenced on Schedule D) prior to staff working with MDOC offenders and yearly following approval.
 - 2. In Addition, if an employee of the Contractor has a conviction for any of the following, they may not be permitted to enter any MDOC facility which houses prisoners.
 - 3. Engaging in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution (as defined in 42 U.S.C. 1997).
 - 4. Been convicted of engaging in, attempting to engage in or conspiracy to engage in sexual activity 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
 - 5. Been civilly or administratively adjudicated to have engaged in the activity described in Number 2 above.

4. Pricing

4.1 Price Term

Pricing is firm for the entire length of the Contract.

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.

5.0 Ordering

5.1 Authorizing Document

- a) The appropriate authorizing document for the Contract will be a properly executed Delivery Order (DO).
- b) Adding or deleting services to a new or existing location located within the awarded regions will **NOT** require a Contract Change Notice, BUT will require an amendment to a DO, or new DO. For new service, a DO will be issued. The new location will be added to the Contractor's service roster and submitted to the current Contract Administrator and Program Manager, or designee as identified on the most recent change notice. If services are to be discontinued, that location will remain on the service roster to identify usage only.
- c) If service is required at a new location, Contractor will follow the same procedures as outlined in section 1.15 Transition.
- d) Accounts should be established by Agency, with sub-accounts for each facility within the Agency. Contractor must work with each Agency to set up accounts and sub-accounts as they instruct.

5.2 Order Verification

The Contractor must have internal controls approved by the Contract Administrator 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:

- Periodic reviews, audits and inspections of Contract deliverables

7. Invoice and Payment

7.1 Invoice Requirements

The State requires invoices to be submitted by e-mail bi-weekly.

The State of Michigan will not pay for unperformed service as determined by its applicable Program Manager.

Additionally, the State will not pay for fees, surcharges or additional charges not included in Schedule B - Pricing which must be amended by official Contract change notice. Agencies will short pay invoices and/or Contractor will issue a credit for any charges billed prior to an official Contract change notice being in place. The State will hold the last invoice until all outstanding issued ID cards, keys and equipment are returned. Under no circumstances may the Contractor terminate security guard service without escalating the issue to the Program Manager or designee and Central Procurement.

All invoices are for payment purposes only. No additional terms, conditions, fees, or price adjustments will be allowed on any invoice. Any invoices that have additional items that are outside of the agreed upon scope of the Contract need to be corrected. Invoices with additions will be sent back to Contractor for correction and a new invoice will be generated with corrections made. The 45 days allowed to pay an invoice will coincide with the newly submitted invoice date from the Contractor.

Invoice billings must be rendered to the Program Manager or designee where the service is performed. Please refer to DO for specific invoicing addresses.

All invoices submitted to the State shall be itemized and must include:

- Contract Number
- Dates of Service (i.e. May 1, 2022 – May 31, 2022)
- Delivery Order number
- Number of guard hours separated by level of guard
- Description of the Contract Activities
- Hourly Billing Rate by level of guard
- Total price

7.2 Payment Methods

The State will make payment for Contract Activities by Electronic Funds Transfer (EFT) as described in Standard Contract Terms, Section 20.

8. Project Plan

The Contractor will utilize the following for communication:

- Payroll System:

WinTeam, a fully integrated scheduling, time, attendance, payroll, HRIS, and invoicing computer software system designed specifically for the security industry.

The scheduling module allows only properly trained and eligible employees to be entered into the appropriate schedule / sites / shifts. The system maintains employee schedules and HR records and tracks employee compliance requirements, time, attendance, and equipment.

Employee compensation and client billing rates are entered into the system prior to the commencement of services and adjusted as needed throughout the contract. Payroll and invoicing are generated via WinTeam and audited by both the Command Center and assigned Operations Manager.

- Communication Protocols for Changing Guards & Post Verification

1. Officers call Contractor's 24/7 Command Center to confirm their attendance one hour ahead of their shift.
2. Officers clock in and out of their post, in-person.
3. TeamTime, which is the time and attendance program that integrates with WinTeam, allowing our employees to clock in and out of their shifts using a telephone or computer and employee ID number. The program also confirms attendance and hours worked. Employee location is validated via a caller ID system and the system also alerts our Command Center in the event of tardiness, absence, or caller ID mismatch.

At the start and end of each officer's shift, the officer will call the number for TeamTime and enter their employee number and the job number for which he or she is reporting. If the officer enters information that does not match the schedule or calls in from a phone number that is not listed as an authorized reporting number, our Command Center will be notified of the exception. This ensures that officers are paid for the correct hours and that they are not clocking in when they are not on post.

4. PostWatch, which provides a live snapshot of all shifts scheduled for the day. Post Watch is a function within the Scheduling module of WinTeam, and schedules are updated as employees "clock in and out" of shifts. PostWatch sends our Command Center operator an alert if a scheduled shift is not yet "clocked in" and allows our Command Center to proactively address a situation if an officer has not reported for duty within the tolerances established in WinTeam (15 minutes). Upon noticing that the officer is outside of the established tolerance, our Command Center will initiate a call to the site / officer to verify that the officer is on post. If the officer is not on post the Command Center will obtain the officer's estimated time of arrival or the name of the replacement officer who will be filling the shift.

- 24/7 Command Center

Officers assigned to a State of Michigan site can be required to call the Command Center one hour before their shift. If a security officer does not call in, the Command Center will attempt to contact the officer. If the officer does not respond, the Command Center will contact the officer's respective supervisor or manager to resolve the issue and ensure that the post is covered.

The Command Center helps with a variety of other functions, including:

- Providing clients and/or employees immediate access to the management team in case of emergency
- Expediting any request for support or assistance
- Scheduling in case of an unexpected absence
- Maintaining a company-wide incident report log
- Expediting extra staffing requests

Upon Contract Award: A final project plan must be submitted for final approval within 30-calendar days of the Effective Date. The plan must also include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required.

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.

Service Level Agreements for this Contract will be as follows:

SLA Metric 1. Timely Fulfillment of Guard Service Requests	
Definition and Purpose	Tardy or absent security guard personnel will interfere with the timely and proper completion of the Contract and will result in loss and damage to the State. The Contractor must ensure that assigned security guard personnel are punctual and in regular attendance and Agency requests for security guard service are fulfilled as outlined in Section 2.1 above. Any deviations from the acceptable standard will not be allowed without prior written permission by Program Manager and a Change Notice executed by the Contract Administrator.
Acceptable Standard	<ol style="list-style-type: none"> 1. All security guard personnel must be punctual and in regular attendance to their assigned duty station wearing the proper uniform and fully prepared for their shift. 2. All requests for new security guard service must be fulfilled within three (3) business days after receipt of order. See Section 2.1. 3. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled service date and time. 4. Emergency security guard deployment must be provided at the earliest opportunity, but no later than 48 hours after notification. See Section 2.2. <p>The acceptable standard is 100% compliance.</p>

SLA Metric 1. Timely Fulfillment of Guard Service Requests	
Credit Due for Failing to Meet the Service Level Agreements	<p>For new or additional guard fulfillment requests:</p> <ol style="list-style-type: none"> 1. If a guard service fulfillment request is not filled within the established timeframes, a credit in the amount equal to 50% of the bill rate for all missed requested shifts per day for the first five (5) occurrences in a given calendar year. 2. Beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year, a credit in the amount equal to 75% of the bill rate for all missed requested shifts per day <p>For tardy or absent guards:</p> <ol style="list-style-type: none"> 1. Credit on invoice for late or missing shifts not covered that is equal to bill rate hours not covered plus 5% for the first five occurrences of non-compliance in a given calendar year. 2. Credit on invoice for late or missing shifts not covered that is equal to bill rate hours not covered plus 10% 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>

SCHEDULE B - PRICING

Contract No. 230000000036

Security Guard Services – Unarmed and Armed

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using Schedule B - Pricing. The pricing schedule should be submitted in a modifiable format (e.g., Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF).
2. Price must 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).
3. 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.

Quick payment terms: 0% discount off invoice if paid within 45 days after receipt of invoice.

4. The Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

Security Guard Services – Executive Protection

1. Requesting agency must make all attempts to provide Contractor with a 7-day notice for Executive Protection service requests. At a minimum, the requesting agency will provide 24-hour advanced notice. An agency that makes a service request with less than 72-hour notice will be charged \$105.00/hour for a period of time that is agreed upon by all parties involved.
2. Requesting agency will be required to pay a minimum 4-hour billing for standard Executive Protection service requests.
3. Requesting agency will not be charged a cancellation fee by the Contractor.
4. Requesting agency will be charged \$0.60/mile for use of Contractor's vehicle. If a rental vehicle is necessary, the Contractor will bill it back to the requesting agency at cost.

SCHEDULE B - PRICING

12/1/2022 - 11/30/2025																						
Schedule B		Upper Peninsula		Northwest Region		Northeast Region		West Region		East Central Region		East Region		South Central Region		Southwest Region		Southeast Region		Detroit Metro		
Position	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate	Pay Rate	Billable Rate		
Unarmed Level 1	\$19.00	\$25.66	\$18.00	\$23.78	\$18.00	\$23.78	\$17.00	\$21.91	\$17.00	\$21.91	\$17.00	\$21.91	\$17.00	\$21.91	\$17.00	\$21.91	\$17.00	\$21.91	\$19.00	\$25.66		
Unarmed Level 2	\$20.00	\$28.27	\$19.00	\$25.69	\$19.00	\$25.69	\$18.00	\$23.11	\$18.00	\$23.11	\$18.00	\$23.11	\$18.00	\$23.11	\$18.00	\$23.11	\$18.00	\$23.11	\$20.00	\$28.27		
Unarmed Level 3	\$20.50	\$28.78	\$19.50	\$26.22	\$19.50	\$26.22	\$18.50	\$23.65	\$18.50	\$23.65	\$18.50	\$23.65	\$18.50	\$23.65	\$18.50	\$23.65	\$18.50	\$23.65	\$20.50	\$28.78		
Unarmed Level 4	\$24.00	\$32.96	\$23.00	\$30.95	\$23.00	\$30.95	\$22.00	\$28.94	\$22.00	\$28.94	\$22.00	\$28.94	\$22.00	\$28.94	\$22.00	\$28.94	\$22.00	\$28.94	\$24.00	\$32.96		
Unarmed Level 5	\$25.00	\$34.01	\$24.00	\$32.02	\$24.00	\$32.02	\$23.00	\$30.04	\$23.00	\$30.04	\$23.00	\$30.04	\$23.00	\$30.04	\$23.00	\$30.04	\$23.00	\$30.04	\$25.00	\$34.01		
Unarmed Level 6	\$26.00	\$35.08	\$25.00	\$33.11	\$25.00	\$33.11	\$24.00	\$31.15	\$24.00	\$31.15	\$24.00	\$31.15	\$24.00	\$31.15	\$24.00	\$31.15	\$24.00	\$31.15	\$26.00	\$35.08		
Central Control Level 1	\$21.60	\$29.93	\$20.60	\$27.40	\$20.60	\$27.40	\$19.60	\$24.88	\$19.60	\$24.88	\$19.60	\$24.88	\$19.60	\$24.88	\$19.60	\$24.88	\$19.60	\$24.88	\$21.60	\$29.93		
Central Control Level 2	\$22.60	\$30.98	\$21.60	\$28.49	\$21.60	\$28.49	\$20.60	\$26.00	\$20.60	\$26.00	\$20.60	\$26.00	\$20.60	\$26.00	\$20.60	\$26.00	\$20.60	\$26.00	\$22.60	\$30.98		
Central Control Level 3	\$23.60	\$32.33	\$22.60	\$29.80	\$22.60	\$29.80	\$21.60	\$27.28	\$21.60	\$27.28	\$21.60	\$27.28	\$21.60	\$27.28	\$21.60	\$27.28	\$21.60	\$27.28	\$23.60	\$32.33		
Central Control Level 4	\$24.60	\$33.53	\$23.60	\$31.00	\$23.60	\$31.00	\$22.60	\$28.48	\$22.60	\$28.48	\$22.60	\$28.48	\$22.60	\$28.48	\$22.60	\$28.48	\$22.60	\$28.48	\$24.60	\$33.53		
Central Control Level 5	\$25.60	\$34.73	\$24.60	\$32.20	\$24.60	\$32.20	\$23.60	\$29.88	\$23.60	\$29.88	\$23.60	\$29.88	\$23.60	\$29.88	\$23.60	\$29.88	\$23.60	\$29.88	\$25.60	\$34.73		
Central Control Level 6	\$26.60	\$35.93	\$25.60	\$33.40	\$25.60	\$33.40	\$24.60	\$30.88	\$24.60	\$30.88	\$24.60	\$30.88	\$24.60	\$30.88	\$24.60	\$30.88	\$24.60	\$30.88	\$26.60	\$35.93		
Central Control Level 1 Full-time*	\$21.60	\$31.99	\$20.60	\$29.46	\$20.60	\$29.46	\$19.60	\$26.94	\$19.60	\$26.94	\$19.60	\$26.94	\$19.60	\$26.94	\$19.60	\$26.94	\$19.60	\$26.94	\$21.60	\$31.99		
Central Control Level 2 Full-time*	\$22.60	\$33.04	\$21.60	\$30.55	\$21.60	\$30.55	\$20.60	\$28.06	\$20.60	\$28.06	\$20.60	\$28.06	\$20.60	\$28.06	\$20.60	\$28.06	\$20.60	\$28.06	\$22.60	\$33.04		
Central Control Level 3 Full-time*	\$23.60	\$34.39	\$22.60	\$31.86	\$22.60	\$31.86	\$21.60	\$29.34	\$21.60	\$29.34	\$21.60	\$29.34	\$21.60	\$29.34	\$21.60	\$29.34	\$21.60	\$29.34	\$23.60	\$34.39		
Central Control Level 4 Full-time*	\$24.60	\$35.59	\$23.60	\$33.06	\$23.60	\$33.06	\$22.60	\$30.54	\$22.60	\$30.54	\$22.60	\$30.54	\$22.60	\$30.54	\$22.60	\$30.54	\$22.60	\$30.54	\$24.60	\$35.59		
Central Control Level 5 Full-time*	\$25.60	\$36.79	\$24.60	\$34.26	\$24.60	\$34.26	\$23.60	\$31.74	\$23.60	\$31.74	\$23.60	\$31.74	\$23.60	\$31.74	\$23.60	\$31.74	\$23.60	\$31.74	\$25.60	\$36.79		
Vehicle Charge (if applicable)				\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		
Armed Level 1	\$21.00	\$32.14	\$20.00	\$30.60	\$20.00	\$30.60	\$19.00	\$29.07	\$19.00	\$29.07	\$19.00	\$29.07	\$19.00	\$29.07	\$19.00	\$29.07	\$19.00	\$29.07	\$21.00	\$32.14		
Armed Level 2	\$22.00	\$33.34	\$21.00	\$31.80	\$21.00	\$31.80	\$20.00	\$30.27	\$20.00	\$30.27	\$20.00	\$30.27	\$20.00	\$30.27	\$20.00	\$30.27	\$20.00	\$30.27	\$22.00	\$33.34		
Armed Level 3	\$22.50	\$33.94	\$21.50	\$32.40	\$21.50	\$32.40	\$20.50	\$30.87	\$20.50	\$30.87	\$20.50	\$30.87	\$20.50	\$30.87	\$20.50	\$30.87	\$20.50	\$30.87	\$22.50	\$33.94		
Armed Level 4	\$26.00	\$38.14	\$25.00	\$36.60	\$25.00	\$36.60	\$24.00	\$35.07	\$24.00	\$35.07	\$24.00	\$35.07	\$24.00	\$35.07	\$24.00	\$35.07	\$24.00	\$35.07	\$26.00	\$38.14		
Vehicle Charge (if applicable)				\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		\$250/week		
*40 hours with paid annual leave and sick leave accrual																						
All Regions																						
Pay Rate		Billable Rate																				
Executive Protection (80 hours per pay period)		\$30+																				
Executive Protection (as needed basis)		\$30+																				
TBD - Per		Assignment																				
Vehicle Charge (if applicable)																						

SCHEDULE C - INSURANCE REQUIREMENTS

Contract No. 230000000036

Security Guard Services – Unarmed and Armed

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.**

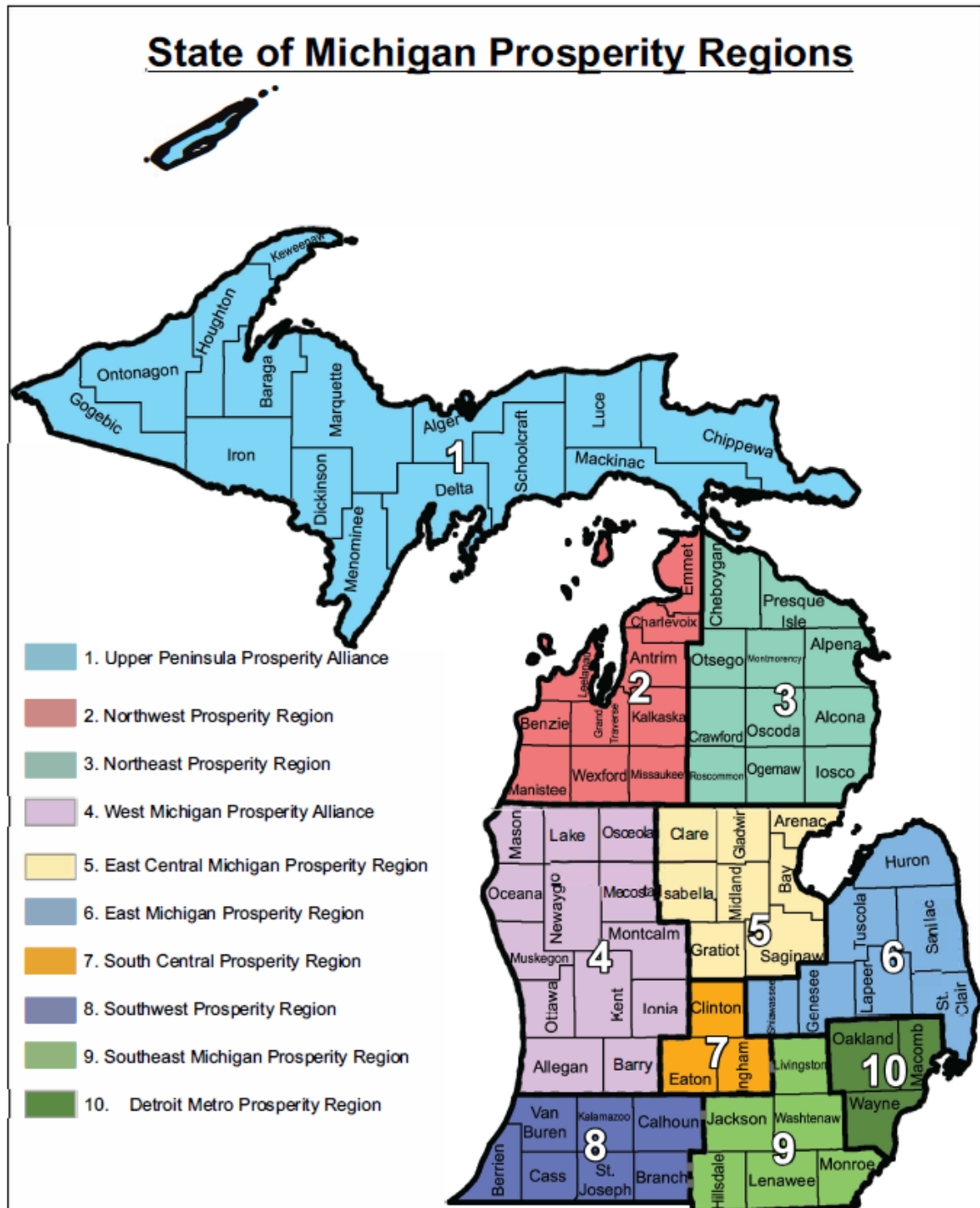
Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of 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.
Umbrella or Excess Liability Insurance	
Minimum Limits: \$5,000,000 General Aggregate	Contractor must have their policy follow form.
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.

SCHEDULE D – PROSPERITY REGIONS

Contract No. 230000000036

Security Guard Services – Unarmed and Armed



SCHEDULE E – POSITION DESCRIPTIONS

Contract No. 230000000036

Security Guard Services – Unarmed and Armed

All employees must be at least 18 years of age.

Unarmed Level 1 Guard

- Level 1 Guards must have at a minimum a high school diploma or GED equivalent
- The State prefers a Level 1 (entry level) Guard possess a good attitude and strong customer service skills before deployment to a SOM site
- Computer aptitude preferable

Unarmed Level 2 Guard - Senior/Lead Worker Guard

- Senior/Lead Worker Guard must possess one (1) year of security experience at the Senior/Lead Guard level or one (1) year of satisfactory experience at an unarmed Level 1 guard position
- Senior/Lead Worker Guards must possess a high school diploma or a G.E.D. certificate. However, it is desirable that Senior/Lead Worker Guards have completed coursework at the College or University level
- Computer aptitude preferable

Unarmed Level 3 - Shift Supervisor/Guard

- Two (2) years of experience as a security guard, police officer or active military duty, or two (2) years of relevant supervisory experience (as deemed acceptable by the State of Michigan) at the Senior/Lead Worker level
- It is desirable to have completed a minimum of 24 semester credit hours of course-work at the College or University level, preferably in law enforcement and/or personnel management
- Computer aptitude preferable

Unarmed Level 4 - Site Supervisor - Supervisor level to be assigned at the discretion of the DTMB contract manager or their designee.

- Two (2) years of experience as a security guard, police officer or active military duty, or two (2) years of relevant supervisory experience (as deemed acceptable by the State of Michigan) at the Senior/Lead Worker level
- Shift Supervisors must have completed a minimum of 24 semester credit hours of course-work at the College or University level, preferably in law enforcement and/or personnel management
- Computer aptitude preferable
- Level 4 Site Supervisor will be responsible for the daily deployment of at least ten (10) security officers and/or facility/property square footage of 500,000+ or two individual buildings

Unarmed Level 5 - Site Supervisor - Supervisor level to be assigned at the discretion of the DTMB contract manager or their designee.

- Two (2) years of experience as a security guard, police officer or active military duty, or two (2) years of relevant supervisory experience (as deemed acceptable by the State of Michigan) at the Senior/Lead Worker level
- Shift Supervisors must have completed a minimum of 24 semester credit hours of course-work at the College or University level, preferably in law enforcement and/or personnel management
- Computer aptitude preferable
- Level 5 Site Supervisor will be responsible for the daily deployment of at least fifteen (15) security officers and/or facility/property square footage of 750,000+ or three individual buildings.

Unarmed Level 6 - Site Supervisor - Supervisor level to be assigned at the discretion of the DTMB contract manager or their designee.

- Two (2) years of experience as a security guard, police officer or active military duty, or two (2) years of relevant supervisory experience (as deemed acceptable by the State of Michigan) at the Senior/Lead Worker level
- Shift Supervisors must have completed a minimum of 24 semester credit hours of course-work at the College or University level, preferably in law enforcement and/or personnel management
- Computer aptitude preferable
- Level 6 Site Supervisor will be responsible for the daily deployment of at least twenty (20) security officers and/or facility/property square footage in excess of 1 million or twelve individual buildings.

Central Control Level 1

- Level 1 Guards must have at a minimum a high school diploma or GED equivalent
- The Level 1 (entry level) Guard must have a good attitude and strong customer service skills before deployment to a SOM site.
- Must have strong computer and technology skills. Prior experience operating security surveillance systems (CCTV)/Multi-Phone line systems is highly preferable.
- Specific duties include but are not limited to:
 - I. Monitor and operate building, life safety and security systems according to documented procedures.
 - II. Coordinate and monitor emergency response activities according to documented procedures.
 - III. Utilize communication mediums (radio, email, telephone, work request systems, etc.) to receive and deliver information related to security, emergency management, facility issues and general assistance as authorized to do so.
- This is an entry level Central Control Operator.

Central Control Level 2

- Level 2 Operator/Guards must possess a high school diploma or a G.E.D. certificate. However, it is desirable that Level 2 Guards have completed coursework at the College or University level.
- Must have strong computer and technology skills.
- Specific duties include but are not limited to:
 - I. Monitor and operate building, life safety and security systems according to documented procedures.
 - II. Coordinate and monitor emergency response activities according to documented procedures.
 - III. Utilize communication mediums (radio, email, telephone, work request systems, etc.) to receive and deliver information related to security, emergency management, facility issues and general assistance as authorized to do so.
- Prior experience in Central Control Required.
- Level 2 Operator/Guard has demonstrated sound thinking and full grasp of role.

Central Control Level 3 Lead Worker

- Level 3 Operator/Guard shall have 1 year of satisfactory experience as a Central Control Level 1 or 2 operator, must possess a high school diploma or a G.E.D. certificate. However, it is desirable that Level 3 Guards has completed 24 semester hours of coursework at the College or University level.
- Must have strong computer and technology skills.
- Specific duties include but are not limited to:
 - I. Monitor and operate building, life safety and security systems according to documented procedures.
 - II. Coordinate and monitor emergency response activities according to documented procedures.
 - III. Utilize communication mediums (radio, email, telephone, work request systems, etc.) to receive and deliver information related to security, emergency management, facility issues and general assistance as authorized to do so.
 - IV. Lead and support level 1 and 2 guards
 - V. Coordinate and manage weekly staffing schedule
 - VI. Coordinate and participate in new guard and refresher training
 - VII. Administer and maintain digital databases and issue reports
- Prior experience in Central Control Required.
- Level 3 Operator/Guard has demonstrated sound thinking and full grasp of role.

Central Control Level 4 Senior Lead Worker

- Level 4 Operator/Guard shall have 1-year satisfactory experience as a Central Control Level 2 operator or Level 3 Lead Worker, must possess a high school diploma or a G.E.D. certificate. However, it is desirable that Level 4 Guards has completed 24 semester hours of coursework at the College or University level.
- Must have strong computer and technology skills.

- Specific duties include but are not limited to:
 - I. Monitor and operate building, life safety and security systems according to documented procedures.
 - II. Coordinate and monitor emergency response activities according to documented procedures.
 - III. Utilize communication mediums (radio, email, telephone, work request systems, etc.) to receive and deliver information related to security, emergency management, facility issues and general assistance as authorized to do so.
 - IV. Lead and support level 1 and 2 guards
 - V. Coordinate and manage weekly staffing schedule
 - VI. Coordinate and participate in new guard and refresher training
 - VII. Administer and maintain digital databases and issue reports
- Prior experience in Central Control Required.
- Level 4 Lead Worker has demonstrated sound thinking and full grasp of role.

Central Control Level 5 Supervisor

- Level 5 Supervisor shall have 1-year satisfactory experience as a Central Control Level 3 Lead Worker, must possess a high school diploma or a G.E.D. certificate. However, it is desirable that Level 5 Guards has completed 24 semester hours of coursework at the College or University level.
- Must have strong computer and technology skills.
- Specific duties include but are not limited to:
 - I. Monitor and operate building, life safety and security systems according to documented procedures.
 - II. Coordinate and monitor emergency response activities according to documented procedures.
 - III. Utilize communication mediums (radio, email, telephone, work request systems, etc.) to receive and deliver information related to security, emergency management, facility issues and general assistance as authorized to do so.
 - IV. Manage and supervise Level 1, 2, 3 and 4 guards
 - V. Coordinate and manage weekly staffing schedule
 - VI. Coordinate and participate in new guard and refresher training
 - VII. Administer and maintain digital databases and issue reports
- Prior experience in Central Control Required.
- Level 5 Supervisor has demonstrated sound thinking and full grasp of role.

Central Control Level 6 Supervisor

- Level 6 Supervisor shall have 1-year satisfactory experience as a Central Control Level 5 supervisor, must possess a high school diploma or a G.E.D. certificate. However, it is desirable that Level 5 Guards has completed 24 semester hours of coursework at the College or University level.
- Must have strong computer and technology skills.

- Specific duties include but are not limited to:
 - I. Monitor and operate building, life safety and security systems according to documented procedures.
 - II. Coordinate and monitor emergency response activities according to documented procedures.
 - III. Utilize communication mediums (radio, email, telephone, work request systems, etc.) to receive and deliver information related to security, emergency management, facility issues and general assistance as authorized to do so.
 - IV. Manage and supervise Level 1, 2, 3 and 4 guards
 - V. Coordinate and manage weekly staffing schedule
 - VI. Coordinate and participate in new guard and refresher training
 - VII. Administer and maintain digital databases and issue reports
- Prior experience in Central Control Required.
- Level 6 Supervisor has demonstrated sound thinking and full grasp of role.

Armed Level 1 Guard

- Level 1 Guards must have at a minimum a high school diploma or GED equivalent
- The State prefers a Level 1 Guard possess a good attitude and strong customer service skills before deployment to a SOM site
- Prior military service separated under honorable conditions and/or law enforcement experience preferable
- Computer aptitude preferable

Armed Level 2 Guard - Senior/Lead Worker Guard

- A Senior/Lead Worker Guard must possess 1 year of armed security experience at the Senior/Lead Guard level
- Senior/Lead Worker Guards must possess a high school diploma or a G.E.D. certificate. However, it is desirable that Senior/Lead Worker Guards have completed coursework at the College or University level.
- Prior military service separated under honorable conditions and/or law enforcement experience preferable.
- Computer aptitude preferable

Armed Level 3 - Shift Supervisor

- Two (2) years of experience as a security guard, police officer or active military duty, or two (2) years of relevant supervisory experience (as deemed acceptable by the State of Michigan) at the Senior/Lead Worker level
- On-Site Supervisors must have completed a minimum of 24 semester credit hours of course-work at the College or University level, preferably in law enforcement and/or personnel management
- Computer aptitude preferable

Armed Level 4 - Site Supervisor

- Two (2) years of experience as a security guard, police officer or active military duty, or two (2) years of relevant supervisory experience (as deemed acceptable by the State of Michigan) at the Senior/Lead Worker level
- Shift Supervisors must have completed a minimum of 24 semester credit hours of course-work at the College or University level, preferably in law enforcement and/or personnel management
- Computer aptitude preferable

Armed Executive Protection

- Minimum of four (4) years of experience as police officer, active military police duty, executive protection or similar experience deemed acceptable by the State of Michigan.
- Shift Supervisors must have completed a minimum of 24 semester credit hours of course-work at the College or University level, preferably in law enforcement and/or personnel management
- Computer aptitude preferable

It is desirable that armed level 1-4 guards have a minimum of two (2) years of prior law enforcement experience as defined by MCOLES, or other states equivalent standards

ATTACHMENT 1 – PREA STANDARDS

TABLE OF CONTENTS

Prevention Planning

§ 115.211 – Zero tolerance of sexual abuse and sexual harassment; PREA coordinator.....	3
§ 115.212 – Contracting with other entities for the confinement of residents.....	3
§ 115.213 – Supervision and monitoring.....	3
§ 115.214 – Reserved.....	3
§ 115.215 – Limits to cross-gender viewing and searches.....	3
§ 115.216 – Residents with disabilities and residents who are limited English proficient.....	4
§ 115.217 – Hiring and promotion decisions.....	4
§ 115.218 – Upgrades to facilities and technologies.....	5

Responsive Planning

§ 115.221 – Evidence protocol and forensic medical examinations.....	5
§ 115.222 – Policies to ensure referrals of allegations for investigations.....	6

Training and Education

§ 115.231 – Employee training.....	6
§ 115.232 – Volunteer and contractor training.....	7
§ 115.233 – Resident education.....	7
§ 115.234 – Specialized training: Investigations.....	7
§ 115.235 – Specialized training: Medical and mental health care.....	7

Screening for Risk of Sexual Victimization and Abusiveness

§ 115.241 – Screening for risk of victimization and abusiveness.....	8
§ 115.242 – Use of screening information.....	8
§ 115.243 – Reserved.....	9

Reporting

§ 115.251 – Resident reporting.....	9
§ 115.252 – Exhaustion of administrative remedies.....	9
§ 115.253 – Resident access to outside confidential support services.....	10
§ 115.254 – Third-party reporting.....	10

Official Response Following a Resident Report

§ 115.261 – Staff and agency reporting duties.....	10
§ 115.262 – Agency protection duties.....	11
§ 115.263 – Reporting to other confinement facilities.....	11
§ 115.264 – Staff first responder duties.....	11
§ 115.265 – Coordinated response.....	11
§ 115.266 – Preservation of ability to protect residents from contact with abusers.....	11

§ 115.267 – Agency protection against retaliation.....	12
§ 115.268 – Reserved.....	12

Investigations

§ 115.271 – Criminal and administrative agency investigations.....	12
§ 115.272 – Evidentiary standard for administrative investigations.....	13
§ 115.273 – Reporting to residents.....	13

Discipline

§ 115.276 – Disciplinary sanctions for staff.....	13
§ 115.277 – Corrective action for contractors and volunteers.....	14
§ 115.278 – Disciplinary sanctions for residents.....	14

Medical and Mental Care

§ 115.281 – Reserved.....	14
§ 115.282 – Access to emergency medical and mental health services.....	14
§ 115.283 – Ongoing medical and mental health care for sexual abuse victims and abusers.....	14

Data Collection and Review

§ 115.286 – Sexual abuse incident reviews.....	15
§ 115.287 – Data collection.....	15
§ 115.288 – Data review for corrective action.....	16
§ 115.289 – Data storage, publication, and destruction.....	16

Audits

§ 115.293 – Audits of standards.....	16
--------------------------------------	----

Auditing and Corrective Action

§ 115.401 – Frequency and scope of audits.....	16
§ 115.402 – Auditor qualifications.....	17
§ 115.403 – Audit contents and findings.....	17
§ 115.404 – Audit corrective action plan.....	18
§ 115.405 – Audit appeals.....	18

State Compliance

§ 115.501 – State determination and certification of full compliance.....	18
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<i>Prevention Planning</i>	
<i>§ 115.211 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 community confinement facilities.
<i>Prevention Planning</i>	
<i>§ 115.212 Contracting with other entities for the confinement of residents.</i>	
(a)	A public agency that contracts for the confinement of its residents 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.
(c)	Only in emergency circumstances in which all reasonable attempts to find a private agency or other entity in compliance with the PREA standards have failed, may the agency enter into a contract with an entity that fails to comply with these standards. In such a case, the public agency shall document its unsuccessful attempts to find an entity in compliance with the standards.
<i>Prevention Planning</i>	
<i>§ 115.213 Supervision and monitoring.</i>	
(a)	For each facility, the agency shall develop and document a staffing plan that provides for adequate levels of staffing, and, where applicable, video monitoring, to protect residents against sexual abuse. In calculating adequate staffing levels and determining the need for video monitoring, agencies shall take into consideration: <ol style="list-style-type: none"> (1) The physical layout of each facility; (2) The composition of the resident population; (3) The prevalence of substantiated and unsubstantiated incidents of sexual abuse; and (4) 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, the facility 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) Prevailing staffing patterns; (3) The facility's deployment of video monitoring systems and other monitoring technologies; and (4) The resources the facility has available to commit to ensure adequate staffing levels.
<i>Prevention Planning</i>	
<i>§ 115.214 Reserved.</i>	
Reserved	
<i>Prevention Planning</i>	
<i>§ 115.215 Limits to cross-gender viewing and searches.</i>	
(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.

(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 residents, the facility shall not permit cross-gender pat-down searches of female residents, absent exigent circumstances. Facilities shall not restrict female residents' access to regularly available programming or other outside opportunities in order to comply with this provision.
(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 residents.
(d) The facility shall implement policies and procedures that enable residents 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 area where residents are likely to be showering, performing bodily functions, or changing clothing.
(e) The facility shall not search or physically examine a transgender or intersex resident for the sole purpose of determining the resident's genital status. If the resident's genital status is unknown, it may be determined during conversations with the resident, 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.
(f) The agency shall train security staff in how to conduct cross-gender pat-down searches, and searches of transgender and intersex residents, in a professional and respectful manner, and in the least intrusive manner possible, consistent with security needs.
<i>Prevention Planning</i> <i>§ 115.216 Residents with disabilities and residents who are limited English proficient.</i>
(a) The agency shall take appropriate steps to ensure that residents with disabilities (including, for example, residents 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 residents 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 residents with disabilities, including residents 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 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 residents 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 resident interpreters, resident readers, or other types of resident assistants except in limited circumstances where an extended delay in obtaining an effective interpreter could compromise the resident's safety, the performance of first-response duties under § 115.264, or the investigation of the resident's allegations.
<i>Prevention Planning</i> <i>§ 115.217 Hiring and promotion decisions.</i>

<p>(a) The agency shall not hire or promote anyone who may have contact with residents, and shall not enlist the services of any contractor who may have contact with residents, who—</p> <p>(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);</p> <p>(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</p> <p>(3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (a)(2) of this section.</p>
<p>(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 residents.</p>
<p>(c) Before hiring new employees who may have contact with residents, the agency shall:</p> <p>(1) Perform a criminal background records check; and</p> <p>(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.</p>
<p>(d) The agency shall also perform a criminal background records check before enlisting the services of any contractor who may have contact with residents.</p>
<p>(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 residents or have in place a system for otherwise capturing such information for current employees.</p>
<p>(f) The agency shall also ask all applicants and employees who may have contact with residents 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.</p>
<p>(g) Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination.</p>
<p>(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.</p>
<p style="text-align: center;"><i>Prevention Planning</i></p> <p style="text-align: center;"><i>§ 115.218 Upgrades to facilities and technologies.</i></p>
<p>(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 residents from sexual abuse.</p>
<p>(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 residents from sexual abuse.</p>
<p style="text-align: center;"><i>Responsive Planning</i></p> <p style="text-align: center;"><i>§ 115.221 Evidence protocol and forensic medical examinations.</i></p>
<p>(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.</p>
<p>(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.</p>

(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 community confinement facilities; and (2) Any Department of Justice component that is responsible for investigating allegations of sexual abuse in community confinement facilities.
(h) For the purposes of this standard, 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>§ 115.222 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 community confinement facilities 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 community confinement facilities shall have in place a policy governing the conduct of such investigations.

<p align="center"><i>Training and Education</i> <i>§ 115.231 Employee training.</i></p>
<p>(a) The agency shall train all employees who may have contact with residents 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) Residents' right to be free from sexual abuse and sexual harassment; (4) The right of residents 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 residents; (9) How to communicate effectively and professionally with residents, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming residents; 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 residents at the employee's facility. The employee shall receive additional training if the employee is reassigned from a facility that houses only male residents to a facility that houses only female residents, 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>
<p align="center"><i>Training and Education</i> <i>§ 115.232 Volunteer and contractor training.</i></p>
<p>(a) The agency shall ensure that all volunteers and contractors who have contact with residents 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 residents, but all volunteers and contractors who have contact with residents 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>
<p align="center"><i>Training and Education</i> <i>§ 115.233 Resident education.</i></p>
<p>(a) During the intake process, residents shall receive information explaining the agency's zero-tolerance policy regarding sexual abuse and sexual harassment, how to report incidents or suspicions of sexual abuse or sexual harassment, 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>(b) The agency shall provide refresher information whenever a resident is transferred to a different facility.</p>

(c) The agency shall provide resident education in formats accessible to all residents, including those who are limited English proficient, deaf, visually impaired, or otherwise disabled as well as residents who have limited reading skills.
(d) The agency shall maintain documentation of resident participation in these education sessions.
(e) In addition to providing such education, the agency shall ensure that key information is continuously and readily available or visible to residents through posters, resident handbooks, or other written formats.
<i>Training and Education</i> <i>§ 115.234 Specialized training: Investigations.</i>
(a) In addition to the general training provided to all employees pursuant to § 115.231, 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>§ 115.235 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:
(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 § 115.231 or for contractors and volunteers under § 115.232, depending upon the practitioner's status at the agency.
<i>Screening for Risk of Sexual Victimization and Abusiveness</i> <i>§ 115.241 Screening for risk of victimization and abusiveness.</i>
(a) All residents shall be assessed during an intake screening and upon transfer to another facility for their risk of being sexually abused by other residents or sexually abusive toward other residents.
(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.

<p>(d) The intake screening shall consider, at a minimum, the following criteria to assess residents for risk of sexual victimization:</p> <ol style="list-style-type: none"> (1) Whether the resident has a mental, physical, or developmental disability; (2) The age of the resident; (3) The physical build of the resident; (4) Whether the resident has previously been incarcerated; (5) Whether the resident's criminal history is exclusively nonviolent; (6) Whether the resident has prior convictions for sex offenses against an adult or child; (7) Whether the resident is or is perceived to be gay, lesbian, bisexual, transgender, intersex, or gender nonconforming; (8) Whether the resident has previously experienced sexual victimization; and (9) The resident's own perception of vulnerability.
<p>(e) The intake 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 residents for risk of being sexually abusive.</p>
<p>(f) Within a set time period, not to exceed 30 days from the resident's arrival at the facility, the facility will reassess the resident's risk of victimization or abusiveness based upon any additional, relevant information received by the facility since the intake screening.</p>
<p>(g) A resident'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 resident's risk of sexual victimization or abusiveness.</p>
<p>(h) Residents 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.</p>
<p>(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 resident's detriment by staff or other residents.</p>
<p style="text-align: center;"><i>Screening for Risk of Sexual Victimization and Abusiveness</i> § 115.242 Use of screening information.</p>
<p>(a) The agency shall use information from the risk screening required by § 115.241 to inform housing, bed, work, education, and program assignments with the goal of keeping separate those residents at high risk of being sexually victimized from those at high risk of being sexually abusive.</p>
<p>(b) The agency shall make individualized determinations about how to ensure the safety of each resident.</p>
<p>(c) In deciding whether to assign a transgender or intersex resident to a facility for male or female residents, and in making other housing and programming assignments, the agency shall consider on a case-by-case basis whether a placement would ensure the resident's health and safety, and whether the placement would present management or security problems.</p>
<p>(d) A transgender or intersex resident's own views with respect to his or her own safety shall be given serious consideration.</p>
<p>(e) Transgender and intersex residents shall be given the opportunity to shower separately from other residents.</p>
<p>(f) The agency shall not place lesbian, gay, bisexual, transgender, or intersex residents 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 residents.</p>
<p style="text-align: center;"><i>Screening for Risk of Sexual Victimization and Abusiveness</i> § 115.243 Reserved.</p>
<p>Reserved</p>

<p style="text-align: center;"><i>Reporting</i></p> <p style="text-align: center;"><i>§ 115.251 Resident reporting.</i></p>	
(a)	The agency shall provide multiple internal ways for residents to privately report sexual abuse and sexual harassment, retaliation by other residents 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 inform residents of at least one way 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 resident reports of sexual abuse and sexual harassment to agency officials, allowing the resident to remain anonymous upon request.
(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 residents.
<p style="text-align: center;"><i>Reporting</i></p> <p style="text-align: center;"><i>§ 115.252 Exhaustion of administrative remedies.</i></p>	
(a)	An agency shall be exempt from this standard if it does not have administrative procedures to address resident grievances regarding sexual abuse.
(b)(1)	The agency shall not impose a time limit on when a resident may submit a grievance regarding an allegation of sexual abuse.
(2)	The agency may apply otherwise-applicable time limits on any portion of a grievance that does not allege an incident of sexual abuse.
(3)	The agency shall not require a resident to use any informal grievance process, or to otherwise attempt to resolve with staff, an alleged incident of sexual abuse.
(4)	Nothing in this section shall restrict the agency's ability to defend against a lawsuit filed by a resident on the ground that the applicable statute of limitations has expired.
(c)	The agency shall ensure that—
(1)	A resident who alleges sexual abuse may submit a grievance without submitting it to a staff member who is the subject of the complaint, and
(2)	Such grievance is not referred to a staff member who is the subject of the complaint.
(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.
(2)	Computation of the 90-day time period shall not include time consumed by residents in preparing any administrative appeal.
(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 resident in writing of any such extension and provide a date by which a decision will be made.
(4)	At any level of the administrative process, including the final level, if the resident does not receive a response within the time allotted for reply, including any properly noticed extension, the resident may consider the absence of a response to be a denial at that level.
(e)(1)	Third parties, including fellow residents, staff members, family members, attorneys, and outside advocates, shall be permitted to assist residents in filing requests for administrative remedies relating to allegations of sexual abuse, and shall also be permitted to file such requests on behalf of residents.
(2)	If a third party files such a request on behalf of a resident, 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.
(3)	If the resident declines to have the request processed on his or her behalf, the agency shall document the resident's decision.

(f)(1) The agency shall establish procedures for the filing of an emergency grievance alleging that a resident is subject to a substantial risk of imminent sexual abuse.
(2) After receiving an emergency grievance alleging a resident 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 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 resident is in substantial risk of imminent sexual abuse and the action taken in response to the emergency grievance.
(g) The agency may discipline a resident for filing a grievance related to alleged sexual abuse only where the agency demonstrates that the resident filed the grievance in bad faith.
<i>Reporting</i> <i>§ 115.253 Resident access to outside confidential support services.</i>
(a) The facility shall provide residents with access to outside victim advocates for emotional support services related to sexual abuse by giving residents mailing addresses and telephone numbers, including toll-free hotline numbers where available, of local, State, or national victim advocacy or rape crisis organizations, and by enabling reasonable communication between residents and these organizations, in as confidential a manner as possible.
(b) The facility shall inform residents, 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 residents 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>§ 115.254 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 a resident.
<i>Official Response Following a Resident Report</i> <i>§ 115.261 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 residents 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 residents 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 a Resident Report</i> <i>§ 115.262 Agency protection duties.</i>
When an agency learns that a resident is subject to a substantial risk of imminent sexual abuse, it shall take immediate action to protect the resident.
<i>Official Response Following a Resident Report</i> <i>§ 115.263 Reporting to other confinement facilities.</i>
(a) Upon receiving an allegation that a resident 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 a Resident Report</i> <i>§ 115.264 Staff first responder duties.</i>
(a) Upon learning of an allegation that a resident 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 a Resident Report</i> <i>§ 115.265 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 a Resident Report</i> <i>§ 115.266 Preservation of ability to protect residents 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 residents 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 §§ 115.272 and 115.276; 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.

<p align="center"><i>Official Response Following a Resident Report</i> <i>§ 115.267 Agency protection against retaliation.</i></p>	
(a)	The agency shall establish a policy to protect all residents and staff who report sexual abuse or sexual harassment or cooperate with sexual abuse or sexual harassment investigations from retaliation by other residents 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 resident victims or abusers, removal of alleged staff or resident abusers from contact with victims, and emotional support services for residents 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 residents or staff who reported the sexual abuse and of residents who were reported to have suffered sexual abuse to see if there are changes that may suggest possible retaliation by residents or staff, and shall act promptly to remedy any such retaliation. Items the agency should monitor include any resident 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 residents, 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.
<p align="center"><i>Official Response Following a Resident Report</i> <i>§ 115.268 Reserved.</i></p>	
Reserved	
<p align="center"><i>Investigations</i> <i>§ 115.271 Criminal and administrative agency investigations.</i></p>	
(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 § 115.234.
(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 resident or staff. No agency shall require a resident 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>§ 115.272 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>§ 115.273 Reporting to residents.</i>
(a) Following an investigation into a resident's allegation of sexual abuse suffered in an agency facility, the agency shall inform the resident 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 resident.
(c) Following a resident's allegation that a staff member has committed sexual abuse against the resident, the agency shall subsequently inform the resident (unless the agency has determined that the allegation is unfounded) whenever: (1) The staff member is no longer posted within the resident's unit; (2) The staff member is no longer employed at the facility; (3) The agency learns that the staff member has been indicted on a charge related to sexual abuse within the facility; or (4) The agency learns that the staff member has been convicted on a charge related to sexual abuse within the facility.
(d) Following a resident's allegation that he or she has been sexually abused by another resident, the agency shall subsequently inform the alleged victim whenever: (1) The agency learns that the alleged abuser has been indicted on a charge related to sexual abuse within the facility; or (2) The agency learns that the alleged abuser has been convicted on a charge related to sexual abuse within the facility.
(e) All such notifications or attempted notifications shall be documented.
(f) An agency's obligation to report under this standard shall terminate if the resident is released from the agency's custody.
<i>Discipline</i> <i>§ 115.276 Disciplinary sanctions for staff.</i>
(a) Staff shall be subject to disciplinary sanctions up to and including termination for violating agency sexual abuse or sexual harassment policies.
(b) Termination shall be the presumptive disciplinary sanction for staff who have engaged in sexual abuse.

(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.
(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.
<i>Discipline</i> <i>§ 115.277 Corrective action for contractors and volunteers.</i>
(a) Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with residents and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.
(b) The facility shall take appropriate remedial measures, and shall consider whether to prohibit further contact with residents, in the case of any other violation of agency sexual abuse or sexual harassment policies by a contractor or volunteer.
<i>Discipline</i> <i>§ 115.278 Disciplinary sanctions for residents.</i>
(a) Residents shall be subject to disciplinary sanctions pursuant to a formal disciplinary process following an administrative finding that the resident engaged in resident-on-resident sexual abuse or following a criminal finding of guilt for resident-on-resident sexual abuse.
(b) Sanctions shall be commensurate with the nature and circumstances of the abuse committed, the resident's disciplinary history, and the sanctions imposed for comparable offenses by other residents with similar histories.
(c) The disciplinary process shall consider whether a resident's mental disabilities or mental illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed.
(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 resident to participate in such interventions as a condition of access to programming or other benefits.
(e) The agency may discipline a resident for sexual contact with staff only upon a finding that the staff member did not consent to such contact.
(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 residents and may discipline residents 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>§ 115.281 Reserved.</i>
Reserved
<i>Medical and Mental Care</i> <i>§ 115.282 Access to emergency medical and mental health services.</i>
(a) Resident 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 § 115.262 and shall immediately notify the appropriate medical and mental health practitioners.
(c) Resident 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> § 115.283 Ongoing medical and mental health care for sexual abuse victims and abusers.
(a) The facility shall offer medical and mental health evaluation and, as appropriate, treatment to all residents 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) Resident victims of sexually abusive vaginal penetration while incarcerated shall be offered pregnancy tests.
(e) If pregnancy results from conduct specified 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) Resident 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) The facility shall attempt to conduct a mental health evaluation of all known resident-on-resident 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> § 115.286 Sexual abuse incident reviews.
(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.

<p>(d) The review team shall:</p> <p>(1) Consider whether the allegation or investigation indicates a need to change policy or practice to better prevent, detect, or respond to sexual abuse;</p> <p>(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;</p> <p>(3) Examine the area in the facility where the incident allegedly occurred to assess whether physical barriers in the area may enable abuse;</p> <p>(4) Assess the adequacy of staffing levels in that area during different shifts;</p> <p>(5) Assess whether monitoring technology should be deployed or augmented to supplement supervision by staff; and</p> <p>(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.</p>
<p>(e) The facility shall implement the recommendations for improvement, or shall document its reasons for not doing so.</p>
<p><i>Data Collection and Review</i> <i>§ 115.287 Data collection.</i></p>
<p>(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.</p>
<p>(b) The agency shall aggregate the incident-based sexual abuse data at least annually.</p>
<p>(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.</p>
<p>(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.</p>
<p>(e) The agency also shall obtain incident-based and aggregated data from every private facility with which it contracts for the confinement of its residents.</p>
<p>(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.</p>
<p><i>Data Collection and Review</i> <i>§ 115.288 Data review for corrective action.</i></p>
<p>(a) The agency shall review data collected and aggregated pursuant to § 115.287 in order to assess and improve the effectiveness of its sexual abuse prevention, detection, and response policies, practices, and training, including:</p> <p>(1) Identifying problem areas;</p> <p>(2) Taking corrective action on an ongoing basis; and</p> <p>(3) Preparing an annual report of its findings and corrective actions for each facility, as well as the agency as a whole.</p>
<p>(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.</p>
<p>(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.</p>
<p>(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.</p>
<p><i>Data Collection and Review</i> <i>§ 115.289 Data storage, publication, and destruction.</i></p>
<p>(a) The agency shall ensure that data collected pursuant to § 115.287 are securely retained.</p>

(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 § 115.287 for at least 10 years after the date of the initial collection unless Federal, State, or local law requires otherwise.
<i>Audits</i> § 115.293 Audits of standards.
The agency shall conduct audits pursuant to §§ 115.401-405.
<i>Auditing and Corrective Action</i> § 115.401 Frequency and scope of audits.
(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.
<i>Auditing and Corrective Action</i> § 115.402 Auditor qualifications.

(a) An audit shall be conducted by: (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); (2) A member of an auditing entity such as an inspector general's or ombudsperson's office that is external to the agency; or (3) Other outside individuals with relevant experience.
(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.
(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.
(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.
<i>Auditing and Corrective Action</i> § 115.403 Audit contents and findings.
(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.
(b) Audit reports shall state whether agency-wide policies and procedures comply with relevant PREA standards.
(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.
(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.
(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.
(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.
<i>Auditing and Corrective Action</i> § 115.404 Audit corrective action plan.
(a) A finding of "Does Not Meet Standard" with one or more standards shall trigger a 180-day corrective action period.
(b) The auditor and the agency shall jointly develop a corrective action plan to achieve compliance.
(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.
(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.
(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.
<i>Auditing and Corrective Action</i> § 115.405 Audit appeals.

(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.
(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.
(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.

ATTACHMENT 2 - MDOC 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.

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 for the MDOC's contracts and ensures that Contractors are delivering services according to the 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 Michigan Department of Corrections 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 Handbook 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 will be specific to worksite, level of offender contact, 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.

Newly hired Contractors will be reimbursed for required MDOC training upon successful completion of their assigned MDOC Training Plan. New Contractor training is required to be completed prior to providing services under the contract and completed at a non-MDOC location (Home Office, Agency Office, etc..). Reimbursement occurs for completion of new contractor training only, as annual in-service training is to be completed during normal working hours. Contact the MDOC Program Manager with any questions concerning MDOC training.

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 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.).