

**RFx 3000023074**

**Attachment B - Specifications**

**LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
SPECIFICATIONS**

**ARMED SECURITY GUARD SERVICE  
DISTRICT 03  
ST. MARTIN AND ST. LANDRY PARISH  
REST AREAS AND WELCOME CENTERS**

**DESCRIPTION**

This specification defines the minimum qualifications, requirements and duties for Armed Uniformed Security Guards for the Department of Transportation and Development District 03 Rest Areas located in St. Martin and St. Landry Parish.

Armed guards are to enforce regulations and procedures designed to prevent breaches of security, exercise judgement and use discretion in responding to incidents and emergencies, determine whether to intervene directly, ask for assistance (time permitting), keep a situation under control or surveillance or report incidents or situation to the appropriate authority for handling.

Guards shall patrol the facility buildings and grounds and protect the premises against vandalism, undesirable and/or unlawful activities, and any other duties agreed upon by both parties, in order to increase the safety and enjoyment of the users of the facilities. Guards shall perform the required duties in accordance with Department of Transportation and Development (DOTD) Policies and Procedures as set forth by DOTD and DOTD District 03 (the District) department heads.

**CONTRACTOR MINIMUM QUALIFICATIONS AND RESPONSIBILITIES**

In accordance with Louisiana Revised Statutes 37:3270-3298, Contractor must be licensed by the Louisiana State Board of Private Security Examiners and be operating as a licensed Security Guard business with no less than three (3) years of satisfactory experience in the full-time security guard services business prior to award. Copies of licenses and certificates shall be provided to the District upon request.

Contractor must remain in compliance with all state laws pertinent to security/law enforcement operations in effect during the determined contract period. This includes any laws which would go into effect by the Louisiana State Board of Private Security Examiners. Training to maintain licenses(s) is the financial responsibility of the Contractor not the District. The Contractor shall purchase all licenses necessary to conduct these operations and pay all applicable local, State and Federal taxes. Contract shall be subject to termination if unlicensed employees perform services under the contract.

The District reserve the right to verify with the State Board of Private Security Examiners that the Contractor's security guard(s) are registered and have received proper training. Permanent registration cards must be in the security guard's possession at all times when on duty at any designated District facility. If the Board finds the security guard(s) not registered and not trained properly, the contract may be cancelled and security guard(s) will be required to leave the District facility immediately.

Contractor shall ensure security guard services are performed in accordance with these specifications for the life of the contract. Contractor must understand and adhere to established security and/or property entrance policies and procedures established by the District.

Services and employment shall be provided by the Contractor in the firm's name only, and will not implicate the District, the Department of Transportation and Development, or the State of Louisiana directly or by inference in

these transactions. The Contractor is to be in all respects an independent contractor and none of their employees are to be regarded as employees of the State.

Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity. The Contractor shall supply all firearms, holsters, gun belts and ammunition to the guard(s) in order for them to perform their contracted duties as specified.

Contractor assumes full responsibility for all equipment issued by the District for the performance of the services specified herein and shall reimburse the District, at the current market rates, for all equipment lost, damaged, stolen or otherwise unavailable due to fault of the Contractor or Contractor's subcontractors, agents or employees. Upon termination of the contract, all equipment shall be returned to the District in good operating condition less reasonable wear and tear.

## **GUARD DUTIES**

### **Shifts**

Contractor shall assure there is one (1) guard per shift from 6:00 PM to 6:00 AM seven (7) days per week, 365 days per year. No individual guard shall not work more than forty (40) hours per week, unless authorized by the ADA of Operations or their designee.

All guards must sign in when their shift begins and sign out when their shift ends on the Daily Log. In addition, guards must call the DOTD District 03 Headquarters at the beginning and end of each shift. Headquarters may be reached at (337) 262-6100 or 1-800-256-1817. Guards must arrive on time, dressed in their uniform with all required equipment ready to work their shift.

The District reserves the right to adjust the stated schedule, as needed, with notice to the Contractor, in order to meet the needs of the Department.

Guards shall consume all meals during their designated shift at the job site. Guards shall not leave the premises during their designated shift as this post must be manned at all times as scheduled.

### **Patrol**

Guards shall visually and physically patrol the grounds and interior of buildings in a safe and professional manner. Patrols must be performed a minimum of four (4) tours per hour, regardless of weather conditions, throughout each shift. Tours of the complex are required in order to prevent vandalism to the grounds, buildings, and/or DOTD property, provide security for the both the personnel who work at the Rest Area and the traveling public who stop at the facility. Guards are to assist motorists, as needs arise, with minor issues such as giving directions, calling for assistance, dead batteries, etc.

While guards are not on patrol, they are to be stationed in the security room provided on the grounds. Guards shall monitor the security cameras located in the security room. Guards should, as soon as practical, inform the DOTD District 03 Headquarters of any functional issues that may occur with the security cameras.

The District reserves the right to adjust the patrol schedule at any time should the need arise. Guards will be notified of any tour schedule changes.

### **Additional Duties**

Guards shall lower the American and State flags to half-mast when proclamations are issued by the Federal or State Government and raise the flags again when issued proclamations have ended. DOTD personnel will notify Guards when proclamations are issued.

## Documentation

Guards shall complete a Daily Log per shift. Entries must be legible and include the guards first and last name, the date and time of arrival and departure for the shift. Guards must also enter information regarding any/all incidents, unusual occurrences, criminal activity, accidents, calls to the police or emergency services, etc. that occur during a guard's shift. Entries of this nature must be detailed. Guards must ensure the Daily Log is placed in the Logbook at the end of each shift. The Logbooks must be retained in the security room and will be picked up periodically by the ADA of Operations designee.

In the event a police report is filled, a copy of the report must be added to the Logbook upon receipt. Guard shall call DOTD District 03 Headquarters and leave a message for the ADA of Operations and/or the designee to notify them of the report within twenty-four (24) hours of receipt.

## **UNIFORMS AND EQUIPMENT**

Contractor shall provide Security Guards with appropriate uniforms that have been approved by the Louisiana State Board of Private Security Examiners. Uniforms, at no cost to the District, shall be clean, pressed, properly altered and well-maintained free of rips, tears and frays. The Contractor must ensure uniform belts and appropriate type shoes are worn at all times. The District will not get involved in issues regarding cost/payment of uniforms, belts, etc. for security guards. Security Guards shall wear the appropriate uniforms each shift and shall not report to duty in a combination of uniform and civilian-clothing.

Uniforms must clearly identify the employee as a Security Guard working for the Contractor and include a picture ID badge prominently placed on the uniform. Badges may not resemble those of local law enforcement agencies.

Guards shall be issued the following equipment to be used in the performance of their duties as contracted. Equipment must be fully functioning at all times:

- Regulation Firearms
  - Guards and replacement guards must be certified and licensed to carry the weapon issued to them. Issued weapon must only be of the type regulated for Armed Guard use according to the Louisiana State Board of Private Security Examiners as listed below:
    - .38 Revolver
    - .357 Revolver
    - 9mm Semi-Automatic
    - .40 Semi-Automatic
    - .45 Semi-Automatic
  - The use of personal, modified or illegal weapons is strictly prohibited.
  - Weapon nor ammunition shall ever be left unattended.
  - Contractor is responsible for setting up a schedule for the **off-site** cleaning, inspection and maintenance of all weapons carried by guards. Cleaning, inspection and maintenance is strictly prohibited at the assigned jobsite.
- Ammunition for the regulation firearms
- Handcuffs
- Nightstick
- Badge(s)
- Equipment Belt
- Flashlights
- Cell Phone
  - Must be charged and functioning at each shift in order for guards to communicate with the District office, their supervisor, emergency services, etc.

- Vehicles
  - Must be owned or leased, licensed and insured by the Contractor.
  - Must have decals that display the Contractor's logo or insignia on both sides of the vehicle.
  - Must be equipped with the following:
    - Amber light bar(s)
    - First aid kit
    - Fire extinguisher(s)
    - Jumper cables

Keys and/or access cards may be issued to the Security Guard(s) by the District. The Contractor is responsible for securing and maintaining issued keys or access cards. The District will replace lost keys or access cards at the Contractor's expense.

### **SCHEDULE**

Contractor shall provide a schedule to the ADA of Operations or their designee on a bi-weekly basis. Two-week schedule shall include the guards first and last name and the dates and times they are scheduled. Should the Contractor need to replace or fill in a time slot with another guard after the schedule has been submitted, the Contractor must notify the ADA of operations or their designee, at least twenty-four (24) hours in advance, whenever practicable, of the change. Contractor must supply the District with the replacement guard's name, and the date and time of the shift they will be covering. A copy of the replacement guard's permanent registration card may be required by the District prior to the guard's arrival. Regardless of employee absenteeism, the Contractor shall provide relief security guard(s) as necessary to ensure coverage of the location per the contract and specifications.

Chris Lissard, ADA of Operations, Tisa Knott, Administrative Assistant 5, or the District Designee, Keith Richard, Highway Forman 2, may be reached at 337-262-6100.

### **ON-SITE TRAINING**

The initial guard service training on patrol paths, building locations and inspection requirements, how to properly fill out documentation forms, etc. will be provided by DOTD District 03 personnel. Any additional training sessions needed for replacement or additional guards must be provided by the Contractor in accordance with DOTD training procedures. Training dates and times will be established during the initial meeting between the Contractor and the District. Prior to a guard providing service on their own, each guard must go through a minimum of four (4) hours of "on-site" training provided by the Contractor.

Contractor shall contact the ADA of Operations, or their designee, twenty-four (24) hours prior to, or as practicable, replacing a guard either temporarily or permanently. Permanent replacement guards will be required to go through the training process as noted above at no cost to the District.

### **ARMED SECURITY GUARD QUALIFICATIONS**

Armed Guards must be at least 21 years of age, be legally and properly trained, have a minimum of three (3) years' experience in Armed Security Guard Service or law enforcement, hold a valid Louisiana State Driver's License, and possess a permanent registration card issued by the Louisiana State Board of Private Security Examiners. Guards must carry their valid Security Officer Identification Card at all times while performing their duties. During the course of performing their duties, a registered guard must present their guard card for inspection when requested by the District Representative or any law enforcement officer.

Guards must possess the ability to restrain and detain persons as necessary to ensure the safety of the Rest Area staff and patrons, be able and willing to appear in court to testify regarding incidents, which occur in and around the facility, and must be able to operate a personal computer with a Windows based software program in order to monitor security cameras.

## **Conduct**

Guards shall not smoke in or around the buildings other than designated smoking areas. No office areas shall be used or disturbed by the security guard, unless permitted by the District. Personal phone calls are allowed from any of the assigned locations telephones. In addition, the use of foul, profane, or other inappropriate language is prohibited.

No security guard is to bring into any building, carry on patrol or maintain on any post; any radio, recorder, television, reading material, music maker, game or pictorial material unless approved in writing by the District.

No security guard shall bring to the assigned location any weapon or dangerous instrument other than a legal preauthorized/District approved weapon for the purposes of performing the job. Weapon means any firearm, including: BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife) including switchblade or other knife having an automatic spring release device, stiletto, any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury. No security guard shall use, attempt to use or threaten to use any such weapon or dangerous instrument at the assigned location.

No security guard shall be under the influence or carry the odor of alcoholic beverages while on duty, nor shall any security guard carry or consume any alcoholic beverages while on duty.

No security guard shall be under the influence of, carry or ingest a controlled substance while on duty, except as prescribed by Medical authorities and then only if the security guard's performance of their duties will not be impaired in any way.

Violation of the above reasonable work rules shall subject the security guard to disciplinary action up to and including discharge. The Contractor shall be responsible for taking such disciplinary action with respect to their employee(s) as may be necessary.

The DOTD and the District reserve the right to require the Contractor to dismiss any employee(s) deemed incompetent, careless, insubordinate or otherwise objectionable, or any person whose actions are deemed to be contrary to public interest or inconsistent with the best interest of the Department and/or District. The Contractor agrees that during the term of the contract, their employees will conduct themselves in a careful and prudent manner. The Contractor will not permit the Facility placed at their disposal to be used for purposes other than those that are specified herein.

## **SCREENING REQUIREMENTS**

Contractor must conduct a pre-employment screening and evaluation of security guards prior to posting the guard(s) at the contracted location. A criminal history background checks and drug screenings must be conducted on all security guards including any replacement guards before being assigned to the location. The Contractor shall be responsible for all cost associated with all background checks and drug tests.

The District shall maintain all rights to request drug testing and a report of the results at no cost to the District for all security guards by a certified laboratory in accordance with the Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines. The report shall identify the drugs/metabolites tested for and whether results are positive or negative. The report shall also indicate the date and time of specimen collection, the date received by the laboratory as well as the date and time reported.

The District reserves the right to request additional drug screenings, at the Contractor's expense, for any security guard that gives reasonable cause. Any security guard(s) who test positive on any drug screens shall be immediately dismissed.

If at any time a change in personnel is made, the Contractor must provide, at no cost to the District, information on the new employee(s) criminal background check and drug testing results, before they may begin work.

### **GUARD SERVICE PERFORMANCE ISSUES**

“Non-Performance” shall be noted as failure to meet the requirement(s) as specified in the contract. Non-Performance will be at the discretion of the District.

If services are not in conformity or not performed within the requirements of the contract, the District shall use the following guidelines in adjusting the Contractor’s invoice. Start-up time not to exceed one (1) week from commencement of the contract.

- A. First Occurrence – Verbal Warning: Require the Contractor to immediately perform the services in accordance with the Contract.
- B. Second Occurrence – Written Documentation – Notice from the District to the Contractor
- C. Third Occurrence – Written Documentation and deduction of 1/60<sup>th</sup> of the monthly invoice amount for each job incomplete or no-conformity.
- D. Fourth Occurrence – Written Documentation and deduction of 1/30<sup>th</sup> of the monthly invoice amount for each job incomplete or non-conformity.

The District shall notify the Contractor of reported performance issue(s). The Contractor has seven (7) days, from the date of notice, to respond in writing as well as to correct the reported performance issue(s). Failure to respond to District’s written notice of deficiencies in performance within the required number of specified days in each notice may constitute grounds for contract termination.

### **CONTRACTOR DOCUMENTATION AND REPORTING REQUIREMENTS**

Contractor shall supply the District with the following information prior to services beginning:

- A list of all guards assigned to the location.
- A copy of each guard’s permanent registration card issued by the Louisiana State Board of Private Security Examiners. Permanent registration cards must be in the security guard’s possession at all times when on duty at the assigned location.
- A copy of the Contractor’s license issued by the Louisiana State Board of Private Security Examiners.
- A toll free contact number that is manned twenty-four (24) hours a day.
- At least one (1) local supervisor/manager’s name and contact information. Contact must have the authority, knowledge and ability to address and resolve issues.

Complete and accurate records must be maintained by the Contractor to substantiate services provided to the District. Monthly shift reports/time sheets must be submitted to the District. The Contractor’s records must include the security guards’ names, position description, location, date of service and time/shift service was provided.

Upon written request in writing by the District, the Contractor shall within five (5) working days furnish a certified copy of the latest payroll period prior to the date of said request. This record shall reflect payments for all the Contractor’s employees working under their awarded contract during the payroll period. The District may request copies on any or all such payrolls during the life of the contract.

On a quarterly and/or as requested by the District, the Contractor shall conduct an examination and review of the security guards’ performance while on duty. A written report shall be submitted to the District containing the following information regarding the examination and review:

- A. Security Guard’s Name
- B. Security Guard’s Performance Comments

- C. Findings of Compliance Inspections
- D. Date of Examination and Review

The District reserves the right to request additional reports with information if needed.