

**General Conditions and Staffing Standards:**

- All Contractor personnel are expected to work in a manner which will maintain the security and best interests of Louisiana Workforce Commission, hereinafter referred to as ‘The Agency’. The Agency reserves the right to require the Contractor to dismiss any employees deemed incompetent, careless, insubordinate or otherwise objectionable or any person whose actions are deemed to be contrary to public interests or inconsistent with the best interest of the Agency. The Contractor agrees that during the term of this contract, Contractor and Contractor’s employees will conduct themselves in a careful and prudent manner and that they will not permit the facility placed at their disposal to be used for purposes other than those specified herein.
- Contractor is required to compensate guards at a minimum of \$14.00 per hour. Contractor shall provide for the electronic direct deposit of all payroll checks. Guards should be compensated in a regular and timely manner in accordance with Louisiana Revised Statute 23:633.
- The Contractor will be reimbursed for overtime and holiday pay at only the additional rate paid to the guard. Example, the Agency will reimburse the normal hourly base rate plus the additional \$7.00 per hour in overtime for the guard. The additional overtime rate should be invoiced as a separate line from the base rate.
- The Contractor shall provide emergency substitutes for any personnel absenteeism or shortages. Substitutes should meet all experience and training requirements.
- The Contractor shall provide additional guards at the request of the Agency, in cases of emergencies such as disasters, security risks or other unforeseen incidents that may be seen as harmful to Agency employees and visitors. These guards shall be provided at a minimum of \$14.00 per hour. The Agency shall be responsible for notifying the Contractor of these changes as soon as the Agency is aware of the need.
- If for any reason, any guard is deemed unsuitable by the Agency, the Contractor shall agree to replace the guard within 24 hours. The Agency has final say on whether a guard shall be allowed to work at the facility.
- The Contractor shall have a telephone or answering service number so that he/she may be contacted by the Agency contact during normal business hours. All calls shall be returned within a 2 hour period.
- Any change in telephone should be made available to the Agency within a 24 hour period.
- Absenteeism - the Contractor shall provide relief personnel as necessary to ensure that each assignment is performed daily regardless of employee absenteeism. Excessive vacant or unfilled shifts shall be considered a contract performance issue.

**Security Guard Duties and Responsibilities:**

- One guard is to be on duty at the facility every work day of the year, excluding holidays, State holidays, and office closures, with routine scheduling as follows:
  - a. Monday through Friday
    - i. 8am to 5pm (Hour Lunch) – 8 hour shift
  - b. Daily operational supervision of court security guard will come from the Judges appointed over the District Court location or their designated representative.
  - c. Guard located at the District 4 Court will function as security guard for the location and have duties as the Bailiff during Court proceedings when court is in session.
- All security incidents or issues will be reported immediately to the Agency contact.
- Protection of personnel within the building or on the grounds from physical injury.
- Protection of property within the building or on the grounds from theft, damage, or vandalism.
- Guards will assist with emergency crisis management and intervene as situations dictate. Guards shall respond immediately to communication regarding emergencies of requests for assistance. Emergency situations should be documented in writing by completing incident reports to be submitted to the Agency contact.
- Control escalation of disruptive or agitated visitors.
- Greet visitors promptly and offer friendly and polite conversation when the visitor welcomes such.
- Communicate to the Agency contact any observed signs of security risks.
- Monitor daily flow of visitors, wait times, and any problems with related processes.
- Observe for weapons, contraband, or illegal items brought into the facility and notify visitors to remove such items from the premises.
- Encourage appropriate communication and attire in the building.
- Call for assistance (911, police or fire department, etc.) when any incidents occur.
- Keep Agency employees and visitors away from risky or unsafe situations.
- The Contractor shall not allow any person that is not on the Contractor’s or the Agency’s payroll in the facility at any time, unless instructed to do so by the Agency.
- The Contractor is to contract for services and employment in Contractor’s firm name only, and will not implicate the Agency directly or by inference in these transactions. The Contractor is to be in all respects an independent Contractor and none of its employees are to be regarded as employees of the Agency.
- All security guard personnel, equipment, uniforms, and any other equipment necessary to perform duties of this contract shall be provided by the Contractor.

**Contractor’s Qualifications:**

- The Contractor shall be an established business having at least 8 years satisfactory experience in full time security guard services.
- In accordance with Louisiana Revised Statutes 47:3270-3298, the Contractor shall be licensed by the Louisiana State Board of Private Security Examiners. Contact the Board at 225-272-2310. Copy of license issued by the Louisiana State Board of Private Security Examiners should be submitted prior to award.
- The Contractor will hold and save the Agency, it’s officers, agents and employees harmless from liability of any nature or kind including costs and expenses for or as a result of any lawsuit or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract by the Contractor or its agents, provided that the act, omission, conduct, activity or nonperformance giving rise to the claim for indemnification was the result of bad faith, misconduct or negligence on the part of the Contractor or its agents.
- The Contract is not to be assigned or transferred by the Contractor to any subcontractor or any other party during the term of the contract unless approval is received from the Office of State Procurement.
- The terms and conditions of this contract cannot be changed, altered or modified in any way without the advance written approval of both parties. If, because of reasons beyond the control of the Agency (e.g. fire), business operations in any or all of the facilities is interrupted or stopped, the Agency shall have the right to terminate this contract upon ten days certified written notice without any penalty thereof.
- The Contractor shall purchase all licenses required for the operation of this contract and pay all local, State, and Federal taxes.
- Guards shall wear appropriate uniforms that have been approved by the Louisiana State Board of Private Security Examiners and that are clean, pressed, and well maintained. Guards will not appear on post in a combination of uniform and civilian clothing, with torn or frayed uniforms or with hems out of trousers. **The Contractor is required to provide uniforms to guards at no cost at the time of initial issue. The Contractor may recover cost of uniforms that are not returned at the end of guard’s employment with the Contractor. Uniforms shall properly identify the Contractor’s company, and identify the guards to the public as “Security” guards. The uniforms shall be issued in the following quantities as a minimum – two short sleeve shirts, one long sleeve shirt, three pants, and one jacket.**
- Contract shall provide all required initial security training and weapons qualification at no cost for new guard hires, with the exception of training ammunition cost, which may

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- be required to be incurred by the guards. The Contractor shall provide for any renewal of security training and annual weapons qualification at no cost to the armed guards already employed, with the exception of training ammunition cost, which may be required to be incurred by the armed guards. **This cost is not recoverable from the guard during or at the end of guard's employment with the Contractor.**
- **Contractor is responsible for payment of all license or registration fees or costs due to the Louisiana State Board of Private Security Examiners for the guards. This shall include the cost for fingerprints and background checks processed through the Louisiana State Police. This cost is not recoverable at the end of guard's employment with the Contractor.**

### **Minimum Qualifications and Training Requirements:**

- The Agency reserves the right to interview and accept or reject any guards prior to being assigned by the Contractor.
- Guards shall be at least 21 years of age, registered and armed, having completed all required classroom training, weapons/firearms safety training, and weapons qualification.
- Registration cards issued by the Louisiana State Board of Private Security Examiners shall be in the guard's possession at all times while on duty at the Agency.
- Guards shall possess a high school diploma or a General Equivalency Diploma (GED).
- The Contractor will provide the names, social security numbers, and addresses of personnel when assigned to work at the Agency.
- Guards shall possess basic computer skills and be able to prepare incident reports and provide visitor badges.
- Guards assigned to the facility shall complete at a minimum, 8 hours classroom security training prior to assignment, and 4 hours minimum site-specific, on-the-job-training at the facility. The Contractor shall provide training that includes, at a minimum, weapons training (classroom and range qualification), annual weapons re-qualification, and annual refresher training of at least 8 hours.
- The required training referenced above shall include a lesson plan or learning package covering each of the following specific topics:
  1. Orientation to R.S. 37:3270 through 3299 and the board's rules and regulations.
  2. Legal powers and limitations of a security officer.
  3. Emergency procedures.
  4. General duties/field notes/report writing.
  5. Legal limitations on use of weapons.
  6. Handling of a weapon.
  7. Safety and maintenance.
  8. Dim light firing.
  9. A shoot, don't shoot program.
  10. Stress factors.

**Screening Requirements:**

- The Contractor is required to conduct a background investigation on all security guards to be assigned to the Agency prior to assigning guards to Agency sites.
- The Agency has a right to request drug testing at no additional cost to the State for all guards by a certified laboratory according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines. The report shall identify the drugs/metabolites tested for, whether positive or negative. The report shall also indicate the date and time of specimen collection, the date received by the laboratory, and the date and time reported.
- The Agency reserves the right to request additional drug screens for security guards for reasonable cause. Guards who test positive on any drug screens shall be dismissed. The Contractor shall be responsible for all cost associated with the drug testing.
- If at any time a change in personnel is made, the Contractor shall provide the information of the new employee's drug testing, before he or she may begin work.

**Contractor Performance:**

- In all cases, the Agency expects the Contractor to assign its best-qualified and performing personnel to this contract. The Agency shall assume that poorly qualified and poorly performing personnel are failures of the Contractor to perform adequately. It is desirable that guards have a minimum of 3 years' experience in security; however, all guards should have a minimum of 1 year experience.
- The Contractor shall be responsible for maintaining satisfactory standards of employee competency, performance, conduct, appearance and integrity. The Contractor shall also be responsible for taking such disciplinary action with respect to his employees as may be necessary.
- The Contractor is responsible for conducting field inspections where the regional manager or supervisory personnel of the Contractor check on guards assigned to the Agency. This is to ensure that they are on post and performing required tasks in a satisfactory manner. Supervisory personnel should conduct additional training in the field periodically and on-site training as required to bring guard performance up to expectations of the Agency.
- The Agency and/or the Office of State Procurement have the right to verify with the State Board of Private Security Examiners that the Contractor's guards are registered and have proper training. If the Board finds a guard is not registered and trained properly, the contract may be terminated, and the guard will leave the Agency facility.

**Reporting Requirements:**

- The Contractor shall submit shift report/time sheets to the Agency as supporting documentation with the Contractor’s regular invoicing. The Contractor shall maintain complete and accurate records to substantiate services provided to the Agency. The Contractor’s records should document:
  1. Name of Security guard providing service.
  2. Date of Service provided
  3. Time service was provided.
  
- The Agency reserves the right to request additional reports, which contain documented proof the requirements as stated herein are being complied with.
  
- On a periodic basis, at a minimum of once per year for each guard, and/or at the request of the Agency, the Contractor shall conduct an examination and review of the guard’s performance while on duty. A written report shall be submitted to the Agency and shall contain the following information regarding the examination and review:
  1. Findings of compliance inspections.
  2. Documented information such as the date.
  3. Security guard’s name
  4. Comments regarding the security guard’s performance.
  
- The Contractor shall respond to all inquiries, complaints, and other written correspondence from Agency personnel within a 7 day period. Correspondence shall be on the Contractor’s official stationary.

**Certified Payroll Records:**

- Upon request in writing by the Agency, the Contractor shall, within 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 of the Contractor’s employees working under this contract during the payroll period. The Agency may request copies on any or all such payrolls during the life of this contract.

**Basis and Method for Deductions for Unsatisfactory Daily Performance:**

- If Contractor does not perform or render services as specified in this document, the Agency reserves the right to make adjustments to Contractor’s invoice.
  
- If services are not in conformity, or not performed with the requirements of the contract, the Agency shall use the following guidelines in adjusting the Contractor’s invoice: Start up time not to exceed a 1 week period.

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- First Occurrence – Verbal warning. Require the Contractor to immediately perform the services in accordance with the contract.
- Second Occurrence – Written documentation notice from the Agency to the Contractor.
- Third Occurrence – Written documentation and deduction of 1/60<sup>th</sup> of monthly invoice amount for each job incomplete or not in conformity.
- Fourth Occurrence – Written documentation and deduction of 1/30<sup>th</sup> of monthly invoice amount for each job incomplete or not in conformity.
- **Note: On all written notices, State Purchasing shall notify Contractor of reported performance issues submitted by the Agency. Contractor has seven days, from the date of notice, to respond to the reported performance issues, in writing to State Purchasing. Contractor’s failure to respond to Agency’s initial notice of deficiencies in performance issues within the required number of days specified in each notice, may constitute grounds for contract termination.**
- The Agency contact shall review invoices and any reductions should be approved by State Purchasing prior to any withholdings of payment(s). If the Contractor’s invoice does not include any/all necessary reductions, the invoice shall be reduced by the amount of the non-included reductions and processed for payment. The Contractor shall be notified of the reduction(s) made with copies of documentation supporting those reductions.
- The Agency will notify State Purchasing once a chronic or non-remedied issue is recognized. The Agency shall submit to State Purchasing written documentation of non-performance issue(s) and any attempts made by the Agency or Contractor to resolve the performance issue(s). Copies of all supporting documentation should always be forwarded to State Purchasing.
- Shall the Contractor receive two or more reductions, within any 30 work day period, or a total of 15 reductions during a 12 month period, the contract may be terminated for default.
- **LWC Agency Contact**

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