**This contract shall provide for Unarmed, Uniformed Security Guard Services for the State Office Buildings in Baton Rouge, New Orleans, Lafayette, Alexandria, Shreveport and Monroe under the supervision of the Capitol Detail Commander located at 1835 River Road; Baton Rouge, Louisiana. In strict accordance with the specifications and special conditions outlined herein.**

**GENERAL CONDITIONS:**

All Contractor personnel are expected to work in a manner which will maintain the security and best interest of **The Department of Public Safety and Corrections**, hereafter 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 interest or inconsistent with the best interest of the Agency. The Contractor agrees that during the term of this contract, the Contractor and their employees will conduct themselves in a careful and prudent manner, and they will not permit the facility placed at their disposal to be used for purposes other than those specified herein.

Services shall be provided by Unarmed, Uniformed Security Officers paid the rate, or higher as follows:

Unarmed Guard: $15.00 Per Hour

Supervisor: $24.00 Per Hour

The DPS Capitol Detail Commander approved overtime shall be paid at a rate of one and one half times the hourly rate. Additional security services shall be provided at the request of the DPS Capitol Detail Commander and/or designee in case of emergency, disaster, and/or other situations. These additional services shall be provided at the normal rate and within two hours of request.

**CONTRACTOR QUALIFICATIONS:**

The Contractor must have at least one employee who has at least three years satisfactory experience in the full time security guard services or law enforcement.

Each bidder should attach an organization profile of their company, however, it must be submitted prior to award. This description is to include, but is not limited to, the following information:

1) The year the company was formed.

2) Total number of years of company security experience.

3) Total number of security employees employed with the company.

4) Total number of businesses and/or comparable facilities under contract for security guard services.

5) Total number of security employees (full-time and part-time), as well as management personnel, bidder intends to utilize for all facilities in this contract.

6) Copy of license issued by the Louisiana State Board of Private Security Examiners.

The Contractor will procure insurance as per insurance requirements, and shall show evidence of such insurance in the form of certificate(s) of insurance prior to contract award.

The Contractor shall not allow any person that is not on the Contractor's payroll in the facility at any time.

The Contractor will hold and save the Agency, its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses for, or any account of, any law suit 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.

The Contractor is to contract for services and employment in their firm's name only, and will not implicate the Agency directly or by inference in these transactions. The Contractor is in all respects an independent Contractor, and none of their employees is to be regarded as employees of the Agency.

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 by 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 from the Office of State Procurement. If, because of reasons beyond the control of the Agency (e.g. Fire), business operation in any or all of the facilities is interrupted or stopped, the Agency shall have the right to terminate this contract upon 10 days certified written notice without any penalty thereof.

The Contractor shall purchase all licenses necessary for the conduct of these operations and pay all applicable local, state, and federal taxes.

**SECURITY GUARD QUALIFICATIONS:**

The Contractor must provide security guards that meet all of the following minimum qualifications. The Agency reserves the right to interview and accept or reject any security guard(s) prior to being assigned by the Contractor.

**UNARMED:**

The security guard must be at least 18 years of age if registered unarmed, or if registered to carry a baton.

In accordance with Louisiana Revised Statutes 37:3270-3298, all bidders eligible for award must be licensed by the Louisiana State Board of Private Security Examiners prior to award. Contact the board at (225) 272-2310.

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 the guards are not registered and trained properly, the contract may be cancelled, and guard(s) must leave the state facility immediately.

Registration cards issued by the Louisiana State Board of Private Security Examiners must be in the security guard's possession at all times when on duty at the Agency.

**SECURITY PERSONNEL:**

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.

Security officers shall wear appropriate uniforms that have been approved by Louisiana State Board of Private Security Examiners and that are clean, pressed and well-maintained. The Contractor must assist their personnel to assure proper alterations, uniform belts, and type shoes. The Contractor shall be responsible for furnishing a minimum of two complete seasonal uniforms, which are well-maintained, and without rips and frays at no additional expense to the State. The State will not get involved in issues regarding cost/payment of uniforms, belts, etc. for guards. Security officers will not appear on position in a combination of uniform and civilian clothing, with torn or frayed uniforms, or with hems out of trousers.

**SCREENING REQUIREMENTS:**

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 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. Any security guard who tests positive on any drug screens shall be immediately dismissed.

The State of Louisiana reserves the right to request that the Contractor provide the Office of State Procurement employee drug testing results at no extra cost to the State.

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary.

**REPORTING REQUIREMENTS:**

The Contractor must submit monthly shift sheets to the Agency. The Contractor must maintain complete and accurate records to substantiate services provided to the Agency. The Contractor's records must document a) name of security guard providing service, b) date service provided, and c) time/shift service was provided.

A. The Agency reserves the right to request additional reports, which contain documented proof of which the requirements as stated herein are being complied with.

On a periodic basis, and/or at the request of the Agency, the Contractor shall conduct an examination and review of the security 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: a) findings of compliance inspections, b) documented information, such as the date, c) security guard's name, and d) comments regarding the security guard's performance.

**STAFFING STANDARDS:**

The Contractor shall have a paging device or answering service number so that he/she may be contacted by the Agency contact 24 hours per day by telephone or pager. All calls must be returned within a two-hour period.

Any change in telephone/beeper numbers must be made available to the Agency, as well as the Office of State Procurement, within a 24-hour period.

**ABSENTEEISM:**

The Contractor shall provide relief personnel as necessary to ensure that each assignment is performed daily per contract specifications, regardless of employee absenteeism.

**CORRESPONDENCE:**

The Contractor or their designee 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 stationery.

**CERTIFIED PAYROLL RECORDS:**

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

**BASIS AND METHOD FOR DEDUCTIONS FOR UNSATIFACTORY DAILY PERFORMANCE:**

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 one-week period.

**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 1/60th of monthly invoice amount for each job incomplete or not in conformity.

**FOURTH OCCURRENCE** - Written documentation and deduction of 1/30th of monthly invoice amount for each job incomplete or not in conformity.

NOTE: On all written notices, the Office of State Procurement shall notify the Contractor of reported performance issue(s) submitted by the Agency. The Contractor has seven days, from the date of notice, to respond to the reported performance issue(s), in writing to the Office of State Procurement. The Contractor's failure to respond to the Agency's initial notice of deficiencies in performance or failure to respond to the Office of State Procurement notice of performance issues within the required number of days specified in each notice, may constitute grounds for contract termination.

The Agency contact shall review invoice(s) and any reductions must be approved by the Office of State Procurement prior to any withholdings of payment(s). Should the Contractor's invoice 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 the Office State Procurement once a chronic or non-remedied issue is recognized. The Agency shall submit to the Office of State Procurement written documentation of non-performance issues and any attempts made by the Agency or the Contractor to resolve the performance issue(s). Copies of all supporting documentation must always be forwarded to the Office of State Procurement.

Also, if the Contractor received 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 automatically terminated for default.

**RESPONSIBILITIES OF THE CONTRACTOR:**

1. All security personnel, equipment, uniforms and any other equipment necessary to perform duties must be provided by the Contractor.

2. The Contractor agrees that all contracted security personnel will be oriented to and are responsible for being familiar with and adhering to the Agency’s contracted security duties and responsibilities as outlined in this contract. The Agency requests that the Contractor does not change the personnel when at all possible.

3. The Contractor agrees to provide to the Agency a written security personnel schedule on a weekly basis, which depicts names of assigned personnel and times of shifts. Any deviation from this schedule is to be promptly reported to the **State Police Captain and/or the Capitol Detail Commander.**

If for any reason any security personnel is deemed unsuitable by the Agency, the Contractor shall agree to replace the personnel within 24-hours.

The Contractor agrees to provide a weekly report inclusive of a report indicating security personnel assignments and the results of monitoring checks.

The Contractor is to communicate (report to, inform, consult, and/or advise) as appropriate and necessary to only Agency personnel, as designated.

Governing law: This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action bought with regard to the contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

Non-assignable clause: The Contractor shall not assign any interest in this contract and shall not transfer the same.

References: Bidder must furnish this Agency with the information requested regarding any previous or current employers with which the bidder has or had provided a security services contract.

1. Name of Employer:

Address:

City, State, Zip:

Telephone:

2. Name of Employer:

Address:

City, State, Zip:

Telephone:

The Contractor is to provide protection against unauthorized personnel on premises. Noted violations are to be reported immediately to the **State Police Captain/ or the Capitol Detail Commander.**

The Contractor must remain in compliance with all state laws pertinent to security/law enforcement operations in effect during this contract period. This includes any laws which would go into effect by the Louisiana State Board of Private Security Examiners.

"Non-Performance" shall be defined as failure to meet any requirements as specified in the contract. Non-performance will be at the discretion of the administrator of the facility where services are being provided.

1st notice - First notice will be verbal; it will be documented for the record.

2nd notice - Second notice will be in the form of a written notice from the administrator of the facility.

If non-performance occurs after the second notice, a letter will be **written by the** **administrator to the Capitol Detail Commander** asking for cancellation of the contract. This letter will then be forwarded to the Chief Procurement Officer of the state who will investigate legal action in regard to cancellation.

Compliance with Civil Rights Laws: The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

Within 5 working days of the award of this contract, the Contractor's representative shall meet with the DPS Capitol Detail Commander. The DPS Capitol Detail Commander will provide instructions for the accomplishment of tasks at each of the assigned facilities. Within 10 working days of that meeting, the Contractor shall provide written guard procedures, general cover-all type instructions will not be acceptable. As required, changes will be made within 5 working days at the direction of the DPS Capitol Detail Commander. This requirement may be waived in writing by the DPS Capitol Detail Commander. The DPS Capitol Detail Commander reserves the right to audit the Contractor's records including certified payroll documents. Payment will be made monthly upon receipt of invoice from the Contractor. The Contractor will provide one monthly invoice which documents the actual hours of services provided.

1. Services, responsibilities and procedures to be provided, by the Contractor, include, but are not limited to the following:

1. Security services may include but not be limited to:

1.1 Protection of personnel within the building or on the grounds of the assigned building from physical injury.

1.2 Protection of property within the building or on the grounds of the assigned building from theft, damage, or vandalism.

1.3 Ingress and egress control of personnel.

1.4 Enforcement of parking restrictions.

2. Assigned security officers shall perform other security related tasks assigned by the DPS Capitol Detail Commander.

3. The Contractor shall inspect each assigned position at least once in each 24-hours during the times that his/her employees are on duty. The inspection time will vary so as not to become routine. Documentation of these inspections shall be provided monthly to the DPS Capitol Detail Commander.

4. Contracted security officers are required to give full attention to their duties. Idle conversation and the reading of literature, newspapers, books, watching television or any other similar diversion is not permitted while on duty. Visiting Contractor supervisory personnel shall remove such material. The use of profanity, obscene gestures, or loud and boisterous language while on duty shall not be permitted.

5. The use of alcohol on duty shall not be permitted. Likewise the use of alcohol prior to duty so that the individual is impaired or smells of alcohol shall not be permitted. An individual who smells of alcohol shall be considered impaired and replaced by the Contractor.

6. The illegal use of drugs at any time is not permitted.

7. Security officers shall only be authorized to operate equipment at their assigned position necessary to perform assigned duties.

8. Security officers shall perform any other security related functions and/or duties necessary at the request of the DPS Capitol Detail Commander and/or designee.

9. Security officers shall be held accountable for, and not loan to anyone, those keys assigned to them that have been designated for security purposes.

10. Security officers shall report to the DPS Capitol Detail Commander and/or designee while on duty at State facilities.

11. Security officers shall consume the noon meal while on the job and shall not leave the premises.

12. Security officers shall be responsible for signing in and out for actual hours worked. The procedure for doing this at each location shall be determined by the Contractor's representative and the DPS Capitol Commander and/or designee.

13. All security personnel, equipment, uniforms, office supplies and any other equipment necessary to perform duties is the responsibility of the Contractor at no additional expense to the State.

14. All State required training and registration requirements shall be met prior to the individual performing duty.

15. The Contractor agrees to provide onsite facility orientation and periodic training sessions for security officers assigned to State buildings facilities as part of this contract. On site facility orientation is likewise required for replacement personnel.

16. The Contractor agrees that all security officers will be oriented to and are responsible for being familiar with and adhering to State Police "services, responsibilities, and procedures" as outlined in this contract. The Department of Public Safety requests that the Contractor not change their personnel except when absolutely necessary.

17. The Contractor will be responsible for supplying emergency substitutes of any personnel. Substitutes must meet all experience and training requirements. Additional personnel requested by the DPS Capitol Detail Commander shall be provided within a minimum of 2 hours and will be provided on-site orientation to the facility and duty requirements. Overtime created by request of the DPS Capitol Detail Commander (less than two hour notification or incident requiring the security officer to be held over) shall be paid by the Department of Public Safety. All other overtime, including that created by the failure of the Contractor to provide additional personnel within 2 hours shall be paid by the Contractor.

18. If for any reason any security officer is deemed unsuitable by the DPS Capitol Detail Commander, the Contractor agrees to remove the security officer immediately and to replace the security officer within 2 hours. An unfit for duty security officer (intoxicated or otherwise unable to perform) shall be removed immediately and time on the job in the unfit condition shall not be billed to the Department of Public Safety.

19. The Contractor is to communicate (report to, inform, consult, and/or advise) as appropriate and necessary only to the DPS Capitol Detail Commander and/or designee.

20. Security officer shall be courteous and civil in the face of provocation and helpful and considerate in the time of someone's need.

21. Within 5 working days of the award of this contract, the Contractor's representative shall meet with the DPS Capitol Detail Commander. The DPS Capitol Commander will provide instructions for the accomplishment of tasks at each of the assigned facilities. Within 10 working days of that meeting, the Contractor shall provide written orders and procedures for each assigned position. The orders and procedures are to be specific and based on the instructions provided by the DPS Capitol Detail Commander. Poorly written, general cover-all type instructions will not be acceptable. As required, changes will be made within 5 working days at the direction of the DPS Capitol Detail Commander. This requirement may be waved in writing by the DPS Capitol Detail Commander.

1. Services, responsibilities, and procedures to be provided by the Office of State Police/Capitol Detail include, but are not limited to the following:

1. In conjunction with the Contractor, the facility manager agrees to be responsible for scheduling an on-site orientation training program for contract security officers which includes:

1.1 Facility Orientation

1.2 Identification of Key Officials and Their Responsibilities

1.3 Proper Reporting Procedures

1.4 Forms

1.5 Procedures for Obtaining Emergency Assistance

1.6 Fire Protection

1.7 Safety Hazards

1.8 Lock Locations and Locking Requirements

1.9 Patrol Requirements

1.10 Personnel Control

1.11 Parking Control

1.12 Escorting Requirements

1.13 Communications and Response Requirements

1.14 Position Procedures

2. The DPS Capitol Detail Commander will notify the Contractor of any changes needed in scheduling (i.e., hours or additional persons needed). This notice will be provided as soon as the DPS Capitol Detail commander knows of the requirement.