

Attachment B – Specifications

RFx No.: 3000024946

TITLE: *Mand.Site* Unarmed Guard Services-ELMHS



This contract shall provide for unarmed security guard services for a State of Louisiana owned facility located at 224 Gremillion Circle at Iota, LA 70543 in accordance with the specifications and special conditions outlined herein. This facility will be used as an evacuation shelter for Eastern Louisiana Mental Health System (ELMHS) in the event an evacuation is deemed necessary. This facility is currently vacant of staff as well as patients.

General Conditions:

All Contractor personnel are expected to work in a manner which will maintain the security and best interest of **ELMHS Evacuation Shelter**, 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, he and his employees will conduct themselves in a careful and prudent manner, and he will not permit the facility placed at his disposal to be used for purposes other than those specified herein.

Services shall be provided by one unarmed security officer at all times.

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.

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 his 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 his 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 ten 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.

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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 Contractors must be licensed by the Louisiana State Board of Private Security Examiners.

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 his personnel to assure proper alterations, uniform belts, and type of shoes are correct. 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 of Louisiana 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 his 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.

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1. 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 his designee shall respond to all inquiries, complaints, and other written correspondence from Agency personnel within a seven-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 of Louisiana may request copies of any or all such payrolls during the life of this contract.

Basis and Method for Deductions for Unsatisfactory 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.

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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 of 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 Agency or 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 thirty 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:

Section 1

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

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.

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 agreement shall be constructed in accordance with and governed by the laws of the State of Louisiana.

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

The Contractor is to provide protection against unauthorized personnel on premises. Noted violations are to be reported immediately to the **local law enforcement if necessary, and report to the Agency security department.**

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.

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If non-performance occurs after the second notice, a letter will be written requesting cancellation of the contract. This letter will be forwarded to the Office of State Procurement who will investigate legal action in regards to cancellation.

The Contractor hereby agrees to adhere to the mandates dictated by Title VI and Title VII of the Civil Rights Act of 1964 as amended; Section 402 of the Vietnam Era Veterans Adjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973 and to Section 202 of Executive Order 11246 as amended. The Contractor agrees that he/she will not discriminate in the rendering of services to and/or employment of individuals because of race, sex, age, color, religion, national origin, disabled veteran, political belief, veteran status or any other non-merit factor.

Within five working days of the award of this contract, the Contractor's representative shall meet with the Agency's head of security. The Agency head of security will provide instructions for the accomplishment of tasks. Within ten 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 five working days at the direction of the Agency head of security. This requirement may be waived in writing by the Agency head of security. The Agency 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.

Section 2: Contracted security services, responsibilities and to be provided, yet not limited to, are as follows:

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

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

1.2 Inspection via hourly rounds to insure buildings are locked and there is no visible damage/vandalism.

2. Assigned security officers shall perform other security related tasks assigned by Agency head of security, taking appropriate action as instructed if/when breaches occur.
3. 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.
4. 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.
5. The illegal use of drugs at any time is not permitted.
6. Security officers shall only be authorized to operate equipment at their assigned position necessary to perform assigned duties.
7. Security officers shall perform any other security related functions and/or duties necessary at the request of the Agency head of security or designee.

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8. Security officers shall be held accountable for, and not loan to anyone, those keys assigned to them that have been designated for security purposes.
9. Security officers shall consume all meals while on the job and shall not leave the premises.
10. Security officers shall be responsible for signing in and out for actual hours worked.
11. 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 of Louisiana.
12. All state required training and registration requirements shall be met prior to the individual performing duty.
13. The Contractor agrees to provide on site facility orientation and periodic training sessions for security officers assigned as part of this contract. On site facility orientation is likewise required for replacement personnel.
14. The Contractor agrees that all security officers will be oriented to and are responsible for being familiar with and adhering to the services, responsibilities, and procedures as outlined in this contract. The Louisiana Department of Health requests that the Contractor not change his personnel except when absolutely necessary.
15. 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 Agency head of security shall be provided within a minimum of two hours and will be provided on site orientation to the facility and duty requirements. Overtime created by request of the Louisiana Department of Health (less than two-hour notification or incident requiring the security officer to be held over) shall be paid by the Louisiana Department of Health. All other overtime, including that created by the failure of the Contractor to provide additional personnel within two hours shall be paid by the Contractor.
16. If for any reason any security officer is deemed unsuitable by the Agency head of security or designee, the Contractor agrees to remove the security officer immediately and to replace the security officer within two 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 Louisiana Department of Health.
17. The Contractor is to communicate (report to, inform, consult, and/or advise) as appropriate and necessary only to Agency head of security or designee.
18. Security officer shall be courteous and civil in the face of provocation and helpful and considerate in the time of someone's need.

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Section 3: Services, responsibilities, and procedures to be provided by the Louisiana Department of Health include, yet not limited to, as follows:

1. In conjunction with the Contractor, the Agency head of security 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 procedures
- 1.3 Forms
- 1.4 Procedures for obtaining emergency assistance
- 1.5 Fire protection
- 1.6 Safety hazards
- 1.7 Lock locations and locking requirements
- 1.8 Patrol requirements
- 1.9 Communications and response requirements
- 1.10 Position procedures

2. The Agency head of security 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 Agency head of security knows of the requirement.