



To provide all labor, supervision, uniforms, materials and equipment necessary to provide licensed, unarmed Security Guard services to various site locations in accordance with the specifications and all of the terms and conditions provided herein.

The Security Guard(s) are to be stationed on site at the designated locations. Security Guard(s) duties are to include but not be limited to: greeting visitors; asking for State approved identification; providing visitor information; and maintaining any required logs. Services shall be available 365 days per year during the hours specified by the Agency and dependent upon the Agency's calendar, as well as emergency closings. The Contractor will be notified of any emergency closings by the Agency and the Contractor shall not bill the Agency for those days.

All Contractor personnel are expected to work in a manner which will maintain the security and best interest of the Agency. The Agency reserves the right to require the Contractor to remove 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 Agency.

The Contractor agrees that during the term of the contract, their employee(s) will conduct themselves in a professional and prudent manner.

**Minimum Qualifications:**

At all times of service, the Agency expects the contractor to assign its best-qualified and performing personnel. All guards shall be at least 21 years of age.

In accordance with Louisiana Revised Statutes 37:3270-3299, all bidders who may be eligible for award shall be licensed by the Louisiana State Board of Private Security Examiners and be operating as a licensed security guard business with no less than 3 years satisfactory experience in the full-time security guard services business prior to award. The Louisiana State Board of Private Security Examiners may be contacted at 225-272-2310.

The Contractor shall provide copies of licenses and certificates upon request. The Agency reserves the right to terminate the contract if unlicensed employees perform services under the contract.

The Agency reserves the right to verify with the State Board of Private Security Examiners that the Contractor's security guards are registered and have proper training. Permanent registration cards shall be in the security guard(s) possession at all times while on duty at the Agency. If the Board finds the security guard(s) not registered and not trained properly, the Contract may be cancelled and security guard(s) shall leave the Agency immediately.

Training to maintain licenses is the financial responsibility of the contractor and not the State of Louisiana. The Contractor shall purchase all licenses necessary to conduct these operations and pay all applicable Local, State and Federal taxes.

**Guard Level Descriptions:****Unarmed Guard**

Carries out detailed instructions and procedures primarily oriented to ensure that emergencies and security violations are readily discovered and reported to the Agency. The primary duty is to observe and report security and emergency situations, as well as intervene directly only in situations which require minimal action to safeguard property or persons.

**Supervisory/Shift Supervisor/Field Supervisor**

Serves as a liaison to the Agency. Investigates all matters concerning security and safety at the Agency and reports findings to all security personnel levels at the Agency. Making recommendations for improvements in safety and service.

**Security Guard Qualifications:****Unarmed Guards**

Shall be at least 21 years of age and have experience in security guard service or law enforcement is preferred. The guard shall carry their valid Security Officer Identification Card at all times while performing their duties. During the course of performing their duties, a registered guard shall present their guard card for inspection when requested by the Agency.

Security Guards shall be trained in Nonviolent Crisis Intervention by CPI (Crisis Prevention Institute) at the cost of the Contractor. This training must be conducted by a State of Louisiana-AAHSD approved trainer. All personnel should have Sexual Harassment and HIPAA training. All costs for training will be paid by the Contractor. Upon Agency request, Contractor will provide proof of training of personnel.

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

The contractor shall provide the required relief security guard(s) within 2 hours of the telephone request from the Agency.

Guard(s) will be required to remain at their assigned station with the exception of performing foot surveillance within the building every 30 minutes, along with outside surveillance every 60 minutes, unless instructed differently by the Agency. Guards may be directed to maintain surveillance of the parking lot area, building including all entrances to the building. Guards may be required to open and close gates as directed by the Agency. At no time are the guards permitted to leave the Agency. Guards shall provide assistance for authorized personnel against bodily injury and/or harm and against theft or vandalism to property.

Guards will be available upon request to correct or direct parking activities.

Guards shall promptly report to the Agency any theft, suspicion of theft, incidents, suspicious people, etc. and follow up in writing within 24 hours.

Guards will be required to give full attention to their duties. Tardiness, reading newspapers or books, sleeping, visitation by friends or relatives, idle conversation, use of profanity, and use of alcohol or drugs while on duty are prohibited.

Guards shall be prepared for the elements including cold, heat, rain, etc. 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 guards will communicate with the Agency, reporting accidents and/or assaults, any unusual incidents, felony thefts, crimes committed, according to Agency policies, and provide statements as needed in law enforcement, risk management or litigation.

The guards will adhere to the following policies regarding public relations:

- (a) Assist the public and staff in providing or obtaining information or directions, as well as in emergency situations;
- (b) Be pleasant and courteous, but firm in enforcing clinic policies;
- (c) Maintain a neat, professional appearance at all times in uniform;
- (d) Refer any questions from the news media to the Agency
- (e) Protect the clients' privacy, rights and dignity.

The guards will respond to the various clinic codes in order to bring a crisis condition under control.

The guards will perform needed duties not specified in the statement of work, but necessary to secure the safety of the Agency.

The guards will prepare special reports and/or make log entries on the following:

- Theft of personal items or State property;
- Disturbing the peace incidents by employees, patients, and/or visitors;
- All assaults;
- Restraint of clients;
- All codes including the action taken; and
- Incident reports.

**Tasks for After Hours Clinic (At this time, After Hours Clinic not open, but this is subject to change):**

1. The guards shall escort clients into the building, to the Tyler Behavioral Health Clinic and Counseling area and from the counseling area to the outside of the building upon completion of their appointment visit.
2. The guards shall monitor Tyler Behavioral Health Clinic and Counseling area during evening clinic hours beginning at 5:00 pm and continuing until clinic closure.
3. The guards shall maintain adherence to the Federal Statutes of Confidentiality (42 CFR) and HIPAA regulations.
4. The guards shall report to the Agency if there are questions and/or an emergency.
5. The guards will work in conjunction with the Agency to protect persons and property and to maintain a safe environment.

6. The guards will tour the unit at intervals in order to ensure that all closets and doors are locked and contraband is not on the premises.
7. The guards will ensure that harmful conditions are corrected or removed. Guard will report all unsafe conditions to the Agency.
8. The guards will assist in an appropriate manner to bring potentially dangerous situations under control.
9. The guards may escort staff to vehicles in the parking lot for security reasons.

### **Contractor Responsibilities:**

Contractor agrees that all personnel will be oriented to and are responsible for being familiar with and adhering to Agency's contracted security duties and responsibilities as outlined in this Contract.

Contractor agrees to provide a written security personnel schedule on a weekly basis, which depicts names of assigned guards and times of shifts. Any deviation from this schedule is to be promptly reported to the Agency. Contractor is to communicate with (report to, consult with and/or advise) only the Agency.

All security personnel, equipment, uniforms and any other equipment necessary to perform duties shall be provided by the Contractor. Contractor shall furnish and maintain two-way radios (No CB radios) for each guard on duty to facilitate easy communication. Guard shall be dressed in full uniform unarmed.

The Contractor shall provide a telephone number at which the Contractor can be reached, on a 24 hour basis, 7 days a week, 365 days a year.

Contractor Telephone Number: \_\_\_\_\_

All uniformed guards shall be equipped with **permanent registration cards** issued by the Louisiana State Board of Private Security Examiners.

Contractor shall 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.

Contractor shall provide a point of contact, as well as a backup to fill in during any time of absence for the entire length of the Contract. The point of contact will work with the State to manage the contract which includes, but not limited to billing, accounting, answering questions, providing reports, and resolving issues. The point of contact shall have the authority, knowledge and ability to address and resolve issues related to the implementation and operation of the Contract.

Contractor shall supply auditable payroll invoices with supporting data. Contractor shall also supply auditable documentation to verify all pre-employment screening and testing, as well as employee training which has been satisfactorily completed. Contractor to be responsible for written guard-post orders subject to the specifications and instructions stated herein.

The Contractor is to contract for services and employment in their firm's name only, and will not implicate the State 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.

The Contractor shall ensure continuity of the security guard personnel initially assigned to the Agency unless objected to by the Agency, or a mutually acceptable alternative schedule is agreed upon with the Agency.

Specific specifications, rules, regulations and clearances shall be established prior to assignment and maintained throughout the term of the Contract. Contractor shall adhere to established security and/or property entrance policies and procedures established for the Agency. It is the responsibility of the Contractor to understand and adhere to those policies and procedures prior to any attempt to enter the premises.

The Contractor shall submit monthly shift reports to the Agency, as noted in the Reporting Requirements.

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 the Contractor's employees working under the Contract during the payroll period. The Agency may request copies on any, or all such payrolls during the life of the Contract.

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

Governing law - this agreement shall be constructed in accordance with any governed laws by the Agency.

Non-assignment clause - the Contractor shall not assign any interest in this Contract & shall not transfer the same.

The Agency reserves the right to audit Contractor's records including certified payroll documents.

Payment of services - payment will be made monthly upon receipt of invoice from the Contractor which documents the actual hours of services provided. Hours will be verified with sign-in sheets. All sign-in sheets will be located in a place designated by the Agency. All invoices are to be submitted to the Agency.

Service hours are subject to change. The invoice shall reflect the actual hours worked.

### **Uniforms and Equipment:**

Security 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. The Contractor shall ensure proper alterations, uniform belts and appropriate type shoes are worn at all times. The Contractor shall be responsible for ensuring all security guard uniforms are well-maintained, and without rips and frays at no cost to the State. The Agency will not get involved in issues regarding cost/payment of uniforms, belts, etc. for security guards. Security guards shall not report to duty in a combination of uniform and civilian-clothing with torn or frayed uniforms, or with hems out of trousers.

Uniforms shall 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.

If the Agency requires an un-uniformed security guard, the name badge requirement may be waived for that security guard.

Security guard shall be equipped with communication equipment to be able to communicate with their supervisor, their home office, 911, the Local police and the Agency.

Keys or access cards may be issued to the security guard by the Agency. The Contractor is responsible for securing and maintaining the keys or access cards. The Agency will replace lost keys or access cards at the Contractor's expense.

When applicable, security guard vehicles are to be owned or leased, licensed and insured by the Contractor. Vehicles used by the Contractor shall display the company's name and telephone number and shall be kept clean and well maintained at all times.

Contractor assumes full responsibility for all equipment issued by the Agency for the performance of the services specified herein and shall reimburse the State, 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 Agency in good operating condition less reasonable wear and tear.

### **Screening Requirements:**

Qualifications for security guards will include a pre-employment screening and evaluation of a prospective employee prior to assignment. The Contractor shall screen all prospective employees prior to assignment.

A criminal history background check and drug screening shall be conducted on all security guards including any replacement guards before being assigned to the Agency. The Contractor shall be responsible for all cost associated with all background and drug testing.

The Agency shall maintain all rights to request drug testing at no cost to the Agency 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 Agency reserves the right to request additional drug screenings for any security guard that gives reasonable cause. This shall be at the Contractor's expense. Any security guard(s) who test positive on any drug screen shall be immediately dismissed.

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

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

### **Reporting Requirements:**

Complete and accurate records shall be maintained by the Contractor to substantiate services provided to the Agency. Monthly shift reports/time sheets shall be submitted to the Agency. The Contractor's records shall include the security guard's name, position description, location, date of service and time/shift service was provided.

On a quarterly and/or as requested by the Agency basis, 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 containing the following information regarding the examination and review:

Security Guard's Name \_\_\_\_\_

Security Guard's Performance Comments\_\_\_\_\_

Findings of compliance inspections\_\_\_\_\_

Date of examination and review\_\_\_\_\_

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

**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 Agency where services are being provided.

If services are not in conformity or not performed within the requirements of the Contract, the Agency shall use the following guidelines in adjusting the Contractor's invoice. Start-up time not to exceed 1 week from commencement of the Contract.

A. First Occurrence – Verbal warning: Requires the Contractor to immediately perform the services in accordance with the Contract.

B. Second Occurrence – Written documentation – Notice from the Agency to the Contractor.

C. Third Occurrence – Written documentation and deduction of 1/60<sup>th</sup> of monthly invoice amount for each job incomplete or non-conformity.

D. Fourth Occurrence – Written documentation and deduction of 1/30<sup>th</sup> of monthly invoice amount for each job incomplete or non-conformity.

The Agency shall notify the Contractor of reported performance issue(s). The Contractor has 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 the Agency's written notice of deficiencies in performance within the required number of specified days in each notice may constitute grounds for Contract termination.

The Agency shall submit a deficiency complaint to the Office of State Procurement, providing written documentation of non-performance issues that are chronic or non-remedied, along with any attempts made by the Agency to resolve the performance issues.

**Security Guard Responsibilities:**

Immediately upon reporting for duty, the security guard shall (unless specifically instructed otherwise by the Agency) adhere to the following:

A. Occupy their designated work station ready to assume their daily duties at the time specified by the Agency.

B. Note their time of entry and time of departure by either punching in or out on a time clock (upon availability) or by signing in or out on a log provided by the Agency. The guard is required to hand in the log book to the Agency when the book is completely filled.

C. Read all entries from the previous duty shift and become acquainted with any problems and incidents that may have occurred.

D. Confer with the Agency, if present, or the security guard being relieved to ascertain if there are any special instructions for the upcoming shift.

E. Keep lines of communication between the Contractor, the Agency, and the Office of State Procurement open at all times.

F. Ensure that any incidents such as fire, violent storm, or individuals that may constitute a danger to the building, surroundings, residents, visitors, employees or occupants of any of the buildings are promptly reported to the police or fire agency for response. Security guard(s) shall also ensure that every effort is made to sound any mechanical or electronic alarm, alert responsible parties on site to any danger and follow specified procedures as written in the facility security manual provided by the Agency.

G. Possess the ability to restrain and detain persons as necessary to ensure the safety of the Agency.

H. Appear in court to testify regarding incidents which occur in and around the Agency.

**Miscellaneous Requirements:**

A. No smoking shall be allowed in buildings other than designated smoking areas.

B. No office areas are to be used or disturbed by the security guard unless permitted by the Agency.

C. No personal phone calls are to be made from any of the Agency's telephones.

D. No security guard shall bring onto the Agency any weapon or dangerous instrument other than legal pre-authorized/Agency approved weapon.

1. No security guard shall use, attempt to use or threaten to use any such weapon or dangerous instrument.

2. No security guard shall cause or threaten to cause death or physical injury to an individual (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, police baton, nightstick or any martial arts weapon or electronic defense weapon. Dangerous instruments include any instrument, article, or substance that under the circumstances is capable of causing death or serious physical injury.)

F. 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 Agency.

G. 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 or on Agency property.

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

I. No security guard shall use foul, profane or any other inappropriate language.

Violation of the above reasonable work rules, shall subject the security guard to disciplinary action up to and including discharge.



**Work Hours:****1. Standard Work Day**

- A. A standard workday consists of an 8 hour to 8.25 hour shifts plus a 30 minute lunch period.
- B. Work shifts will vary per Agency guidelines.

**2. Holidays**

- A. Clinics are closed on designated holidays.
- B. A list of holidays observed by the State are:
  - New Year's Day
  - Martin Luther King, Jr. Day
  - Mardi Gras Day
  - Good Friday
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veteran's Day
  - Thanksgiving Day
  - Christmas Day

**3. Overtime**

- A. The overtime rate of pay will be the same as regular pay. Only in the event that overtime is a result of the Agency's direction will the reimbursement for overtime be at the time and ½ rate.
- B. Overtime is not allowed unless approved by the Agency.
- C. The Agency shall not be responsible to pay overtime for a replacement Security Guard when the regularly scheduled Security Guard is not available. Any time worked will be paid at the regular rate.