

Attachment B – Specifications

RFx No.: 3000021910

Title: Armed Security Guard Services - LDH-MVA

*THE INTENT OF THESE SPECIFICATIONS ARE TO PROVIDE FOR A COMPLETE SECURITY
GUARD SERVICE CONTRACT.*

GENERAL CONDITIONS:

All Contractor personnel are expected to work in a manner that will maintain the security and best interest of the LDH-Medicaid offices, 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.

The Contractor shall not allow unauthorized personnel 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, any law suit or damages of any character whatsoever resulting from injuries or damages sustained by any person, 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 its employees are 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 Contractor shall purchase all licenses necessary for the conduct of these operations and pay all applicable Local, State, and Federal taxes.

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

Guard minimum wage: \$22.52

SECURITY GUARD QUALIFICATIONS:

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

ARMED:

The guard must be at least twenty-one (21) years of age if registered as armed.

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

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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 are clean, pressed, and well maintained. The Contractor shall assist his personnel to ensure proper alterations are completed, uniform belts, and type of shoes are correct. The Contractor shall be responsible for furnishing a minimum of two (2) complete seasonal uniforms, which are well-maintained, without rips and frays, and at no additional expense to the State. The State will not be involved in issues regarding cost/payment of uniforms, belts, etc. Security officers will not report to their position in a combination of uniform and civilian clothing, with torn or frayed uniforms, or with hems out of trousers.

SCREENING REQUIREMENTS:

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 State of Louisiana reserves the right to request that the Contractor provide the Agency employee drug testing results at no additional cost to the state. The report shall identify drugs / metabolites being 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 with reasonable cause. Any security guard who tests positive on any drug screen shall be immediately dismissed.

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 may be required to submit monthly shift sheets to the Agency. The Contractor shall 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.

The Agency reserves the right to request additional reports, which contain documented proof that 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

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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 / cell phone, or answering service number so that he/she may be contacted by the Agency and available twenty-four (24) hours per day. All calls must be returned within a two (2) hour period.

Any change in telephone / pager numbers must be addressed to the Agency within a twenty-four (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 (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 (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 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.

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. Contractor agrees that all contracted security 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. Agency requests that Contractor does not change the personnel, unless said personnel is performing satisfactorily.
3. If requested by Agency, Contractor agrees to provide to Agency a written security personnel schedule on a weekly basis, which depicts names of assigned personnel and time of shifts. Any deviation from this schedule is to be promptly reported to the designated site contact persons.
4. If for any reason any security personnel is deemed unsuitable by Agency, the Contractor shall agree to replace the personnel within twenty-four (24) hours.
5. If requested by Agency, Contractor agrees to provide a weekly report indicating security personnel assignments and the results of monitoring checks.
6. Contractor is to communicate (report to, inform, consult, and/or advise) as appropriate and necessary to only Agency personnel.
7. Governing law - this agreement shall be constructed in accordance with and governed by the laws of the State of Louisiana.

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8. Non-assignable clause - the Contractor shall not assign any interest in this contract and shall not transfer the same.
9. Contractor is to provide protection against unauthorized personnel on premises.
 - a. Note: violations are to be reported immediately to the designated site contact persons.
10. 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 that would go into effect by the Louisiana State Board of Private Security Examiners.
11. Payment of services - payment will be made monthly upon receipt of invoice from the Contractor that documents the hours of services provided. Hours will be verified with sign-in sheets.
12. "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.
13. 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. 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.