

Attachment B - Specifications
ARMED SECURITY GUARD SERVICES SPECIFICATIONS
RFx: 300021988

General Conditions:

The purpose of this solicitation is to establish a contract for Armed Security Guard Services for Louisiana Department of Health District 1 Hammond, hereafter referred to as the Agency for a period beginning date of award through June 30, 2024.

The scope of work for this solicitation is to provide all labor, supervision, uniforms, materials and equipment necessary to provide licensed, Armed Security Guard Services to the Agency in accordance with the specifications and all of the terms and conditions provided herein.

The Security Guard is to be stationed on site, duties are to include but not be limited to: greeting visitors; asking for state approved identification; providing visitor information; and maintaining any required logs. The Contractor will be notified of any emergency closings by the Agency's Point of Contact 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 State of Louisiana and its Agency. The Agency's Point of Contact 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.

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 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 is responsible for requiring that any subcontractor also meets all Contractor requirements. Proof of such may be requested before approval is considered.

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

Minimum Qualifications for Contractor:

The Contractor's company must have at least three (3) years of satisfactory experience in the full-time security guard business.

In accordance with Louisiana Revised Statutes 37:3270-3298, all bidders who may be eligible for award must be licensed by the Louisiana State Board of Private Security Examiners and be operating as a licensed Security Guard business with no less than three (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 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 must be in the Security Guard(s) possession at all times while on duty. If the Board finds any Security Guard not registered and not trained properly, the contract may be cancelled and the Security Guard must leave the Agency immediately.

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

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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:

1. The year the company submitting the bid was formed.
2. Total number of years of this company's security experience, operating under current business name.
3. Total number of security employees employed with the company.
4. Total number of businesses and/or comparable facilities currently under contract for security guard services.
5. Total number of security employees (full-time and part-time), as well as management personnel, that bidder intends to utilize for all facilities in this contract.
6. Copy of current license issued by the Louisiana State Board of Private Security Examiners. 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 for more information.

Contractor Responsibilities:

At all times of service, the Agency expects the Contractor to assign its best-qualified and performing personnel to any awarded contracts as a result of this solicitation.

Contractor shall ensure Security Guard services are performed in accordance with these specifications.

The Contractor shall provide a telephone number at which the Contractor/Manager can be reached, on a twenty-four (24) hour basis, seven (7) days a week, three hundred and sixty-five (365) days a year.

The Contractor shall provide sexual harassment, and HIPAA training. All costs for training is the financial responsibility of the Contractor and not the Agency. Proof of training must be provided upon Agency request.

Contractor must equip all uniformed guards with **permanent registration cards** issued by the Louisiana State Board of Private Security Examiners.

Contractor must 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 must 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 must have the authority, knowledge and ability to address and resolve issues related to the implementation and operation of the contract.

Contract Point of Contact Name: _____

Contract Point of Contact Telephone Number: _____

Backup Point of Contact Name: _____

Backup Point of Contact Telephone Number: _____

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

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satisfactorily completed. Contractor to be responsible for written guard-post orders subject to the specifications and instructions stated herein.

The Contractor shall ensure continuity of the Security Guard personnel initially assigned to the Agency post unless objected to by the Site Location, or a mutually acceptable alternative schedule is agreed upon with the Agency.

Specifications, rules, regulations and clearances shall be established prior to assignment and maintained throughout the term of the contract. Contractor must adhere to established security and/or property entrance policies and procedures established. It is the responsibility of each 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 section.

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 the Contractor's employees working under their awarded contract during the payroll period. The Site Location Point of Contact may request copies on any, or all such payrolls during the life of an awarded 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. The Contractor shall provide the required relief Security Guard(s) within two (2) hours of the telephone request from the Site Location.

Uniforms and Equipment:

1. 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 must 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 State of Louisiana 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.
2. Uniforms must 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.
3. 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 Point of Contact.
4. 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. Agency will replace lost keys or access cards at the Contractor's expense.
5. 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.

Reporting Requirements:

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

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

Screening Requirements:

Qualifications for contract Security Guard personnel will include a pre-employment screening and evaluation of a prospective employee prior to assignment to the Agency. The Contractor shall screen all prospective employees prior to job site assignment.

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

The Agency maintains 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 that tests positive on any drug screening shall be immediately dismissed.

If at any time a change in personnel is made, the Contractor must 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.

Armed Security Guard Qualifications:

Guards must be at least twenty-one (21) years of age and experienced in Armed Security Guard Services or law enforcement is preferred. The guard must carry their valid Security Officer Identification Card at all times while performing their duties. During the course of performing their duties, a registered guard must present their guard card for inspection when requested by the Agency Point of Contact or any Law Enforcement Officer.

* Weapons regulated for Armed Guard use according to Louisiana State Board of Private Security Examiners are:

- **.38 Revolver**
- **9 mm Semi-Automatic**
- **.45 Semi-Automatic**
- **.357 Revolver**
- **.40 Semi-Automatic**

Armed Guard Description:

Enforces regulations and procedures designed to prevent breaches of security, exercises judgement and uses discretion in responding to incidents and emergencies, determining whether to intervene directly, asking for assistance (time permitting) in keeping situations under control or performing surveillance, or reporting incidents or situations to the appropriate authority for handling.

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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 Agency.
- B. Shall prevent unauthorized personnel from being on the Agency's premises at any time.
- C. 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, unless specified differently. The guard is required to hand in the log book to the Agency's Point of Contact when the book is completely filled.
- D. Read all entries from the previous duty shift and become acquainted with any problems and incidents that may have occurred.
- E. Confer with the Agency's Point of Contact, if present, or the Security Guard being relieved to ascertain if there are any special instructions for the upcoming shift.
- F. Keep lines of communication between the Contractor and Agency's Point of Contact and (where appropriate) the Office of State Procurement open at all times.
- G. 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 Guards 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.
- H. Possess the ability to restrain and detain persons as necessary to ensure the safety of the Agency's staff and customers.
- I. Appear in court to testify regarding incidents which occur in and around the Agency's Location.

Armed Security Guard Additional Responsibilities:

Contracted Armed Security Guards must carry a firearm when on duty. The firearm must be the one they are certified to carry in the performance of the contract. The Contractor will supply all firearms, holsters, gun belts and ammunitions in order to perform their contracted duties. The use of a personal weapon is strictly prohibited.

The Contractor is responsible for setting up a schedule for the cleaning, inspection and maintenance of weapons at a specific site.

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 any Site Location(s) any weapon or dangerous instrument other than legal pre-authorized/ Agency approved weapon.
- E. 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.
- F. 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 the Agency's property.
- G. No Security Guard shall be under the influence of, carry or ingest a controlled substance while on duty, except as prescribed by medical authorities, and then only if the Security Guards performance of duties will not be impaired in any way.
- H. No Security Guard shall use foul, profane or any other inappropriate language.

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

Performance Issues:

“Non-Performance,” shall be noted as failure to meet the requirements as specified in the contract. Non-Performance, will be at the discretion of the Administrator 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 one (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 1/60th of monthly invoice amount for each job incomplete or non-conformity.
- D. Fourth Occurrence – Written Documentation and deduction of 1/30th 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 seven (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 Site Location 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 Site Location to resolve the performance issues.

Work Hours and Pay:

- 1. Standard Work Day
 - A. A standard workday consists of an eight (8) hour shift plus a thirty (30) minute lunch period. The guard may leave their post during lunch, but must remain on the premises.
 - B. The schedule is 8:00am to 4:30pm, Monday-Friday
- 2. Minimum Wage for Guard
 - A. The minimum wage for the guard is \$14.00.
- 3. Holidays
 - A. Holiday rates shall only be paid for Security Guards authorized to work by the Agency on a State observed holiday.
 - B. The holiday rate of pay will be one and one-half (1-1/2) times the chargeable hourly rate.
 - C. A list of holidays observed by the State are:
 - News Year’s Day
 - Martin Luther King, Jr. Day
 - Mardi Gras Day
 - Good Friday
 - Memorial Day
 - Juneteenth Day Observed
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Christmas Day

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- D. The Agency shall notify the Contractor and Security Guard of any state designated or special/emergency office closure days for which the Contractor shall not bill the Agency.
4. Overtime
- A. The Overtime rate of pay will be one and one-half (1-1/2) times the chargeable hourly rate.
 - B. Overtime is the amount of hours in excess of the standard forty (40) hour work week.
 - C. Overtime is not allowed unless approved by the Agency.
 - D. The Agency shall not be responsible to pay overtime for a replacement Security Guard when the regularly scheduled Security Guard is not available.