



## Attachment B – Specifications

RFx: 3000023124

Armed Guard Services - DCFS

### General Conditions

All Contractor personnel are expected to work in a manner which will maintain the security and best interest of the Department of Children & Family Services, ES Orleans Midtown Office, 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 interests 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 that he will not permit the facility placed at his disposal to be used for purposes other than those specified herein. The Agency requires Contractor to pay guard(s) a minimum of \$20.98 per hour.

### Contractor Qualifications

The Contractor should have been an established business having at least 3 years satisfactory experience in the full time security guard services.

The Contractor shall not allow any unauthorized person 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 costs 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 to be 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 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.

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



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### Security Guard Qualifications

The Contractor should 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.

#### Armed

The guard should be at least 21 years of age if registered 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 the guards are not registered and trained properly, the contract may be cancelled, and guard(s) should leave facility.

Security officers shall have in possession at all times when on duty registration cards issued by the Louisiana State Board of Private Security Examiners.

#### Security Personnel

It is desirable that security officers have a minimum of 3 years' experience in security service; however, all officers should have a minimum of 1 year experience. 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 that are clean, pressed and well maintained. The Contractor should assist his personnel to assure proper alterations, uniform belts, and uniform type shoes. The Contractor shall be responsible for furnishing a minimum of 2 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:

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 the 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(s) who test positive on any drug screens shall be dismissed.

If at any time a change in personnel is made the Contractor should provide the Office of State Purchasing the information on new employee(s) on drug testing, before he may begin work.

The Contractor shall be responsible for all cost associated with the drug testing.

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.



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### **Reporting Requirements:**

The Contractor should submit monthly shift report/time sheets to the Agency. The Contractor should maintain complete and accurate records to substantiate services provided to the Agency. The Contractor's records should 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 documentation proof the requirements as stated herein is 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**

Two guards, Monday – Friday, excluding Holidays.

Guard #1 – 6:00am - 4:30pm Monday - Friday

Guard #2 – 8:00am – 4:30pm Monday - Friday

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 should be returned within a 2 hour period.

Any change in telephone/beeper numbers should be made available to the Agency, as well as, State Purchasing 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 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 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 this contract during the payroll period. The State may request copies on any or all such payrolls during the life of this contract.



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### Responsibilities of the Contractor

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

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 when at all possible, unless said personnel are not performing satisfactorily.

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 times of shifts. Any deviation from this schedule is to be promptly reported to Linda Cook, AC4 and/or the designated site contact persons.

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

If requested by Agency, Contractor agrees to provide a weekly report inclusive of a report indicating security personnel assignments and the results of monitoring checks.

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.

Contractor is to provide protection against unauthorized personnel on premises. Noted violations are to be reported immediately to the designated site contact persons.

Uniformed guards to be equipped with 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 this contract period. This includes any laws that would go into effect by the Louisiana State Board of Private Security Examiners.

Payment of services - payment will be made monthly upon receipt of invoice from the Contractor that documents the actual hours of services provided. Hours will be verified with sign-in sheets.

"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.

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.