

**General Conditions:**

All Contractor personnel are expected to work in a manner which will maintain the security and best interest of Department of Health and Hospitals, 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.

Contractor Qualifications:

The contractor shall have at least one employee assigned to this contract who has at least 3 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 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.

The Contractor shall purchase all licenses necessary for the conduct of these operations and pay all applicable Local, State, and Federal taxes.

Security Guard Qualifications:

The Contractor shall 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.

The security guard shall be at least (21) years of age.

In accordance with Louisiana Revised Statutes 37:3270-3298, all bidders eligible for award shall be licensed by the Louisiana State Board of Private Security Examiners prior to award. Contact the Board at (225) 272-2310.

The Agency has 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 canceled.

Guards shall possess a permanent registration card issued by the Louisiana State Board of Private Security Examiners and this card shall be in 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.

Guards 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 shall assist his personnel to assure proper alterations, uniform belts, and shoes. The Contractor shall be responsible for furnishing a minimum of two 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. Guards will not appear on duty in a combination of uniform and civilian clothing, with torn or frayed uniforms, or with hems out of trousers.

Screening requirements:

The Agency has the 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 guards for reasonable cause. Any security guard who tests positive on any drug screens shall be dismissed.

The Agency reserves the right to request that the Contractor provide employee drug testing results at no extra cost.

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 shall 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 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 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 number so that he/she may be contacted by the Agency contact 24 hours a day. All calls shall be returned within a 2 hour period.

Any change in numbers shall be made available to the Agency within a 24 hour period.

Absenteeism:

When the security guard is unable to report to work, Contractor is to notify the Agency by 7:00 am.

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 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 contractor's employees working under this contract during the payroll period. The Agency may request copies of any or all such payrolls during the contract.

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 1 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.

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- **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 Contractor of reported performance issue(s) submitted by the Agency. Contractor has 7 days, from the date of notice, to respond to the reported performance issue(s), in writing to the Office of State Procurement. 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's notice of performance issues within the required number of days specified in each notice, may constitute grounds for contract termination.

The Agency contact shall review invoice(s) and any reductions shall be approved prior to any withholdings of payment(s). If the Contractor's invoice does 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 shall always be forwarded to the Office of State Procurement.

Also, if the Contractor received two or more reductions, within any 30 work day period, or a total of 15 reductions during a 12 month period, the contract may be terminated for default.

Responsibilities of the Guards:

1. All security personnel, equipment, uniforms and any other equipment necessary to perform duties shall be provided by the Contractor. This is to include all office supplies.
2. Contractor agrees that all 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.
3. 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 reported to the Agency.

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

Contractor agrees to provide a weekly report inclusive of a report indicating security personnel assignments and the results of monitoring checks.

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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 to the Agency.

Guards to be equipped with a permanent registration card 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 which 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 which 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 Agency.

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.

Responsibilities of the Guards (Continued):

- Guards shall be paid at least \$7.50 per hour.
- Additional security services shall be provided at the request of the Agency in case of emergency, disaster, and/or other situations. These additional services shall be provided at the normal rate and within 2 hours of request.
- Guards shall be equipped with permanent registration cards issued by the Louisiana State Board of Private Security Examiners prior to assuming duty. No guard shall be placed on duty under this contract unless armed and then not unless all qualification requirements have been completed and are documented subject to inspection.

- Within 5 working days of the award of this contract, the Contractor's shall meet with the Agency who will provide instructions for the accomplishment of tasks. Within 10 working days of that meeting, the Contractor shall provide written orders and procedures for the assigned position. The orders and procedures are to be specific and based on the instructions provided by the Agency. Poorly written, general cover-all type instructions will not be acceptable. As required, changes will be made within 5 working days at the direction of the Agency.
- 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. Contractor will provide one monthly invoice which documents the actual hours of services provided.

Services, Responsibilities, and Procedures:

Services, responsibilities and procedures to be provided, yet not limited to, are as follows:

- Protection of personnel within the building or on the grounds of the assigned building from physical injury.
- Protection of property within the building or on the grounds of the assigned building from theft, damage or vandalism.
- Ingress and egress control of personnel.
- Enforcement of parking restrictions.
- Guards shall perform other security related tasks assigned by the Agency.
- The Contractor shall inspect the assigned position at least once in each 24 hour period during the times that his/her employees are on duty. The inspection time will vary so as not to become routine. Documentation of these inspections shall be provided monthly to the Agency.
- Guards 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. The use of profanity, obscene gestures, or loud and boisterous language while on duty shall not be permitted.
- The use of alcohol on duty shall not be permitted. Likewise, the use of alcohol prior to duty so that the guard is impaired or smells of alcohol shall not be permitted. Any guard who smells of alcohol shall be considered impaired and replaced by the Contractor.
- The illegal use of drugs at any time is not permitted.
- Guards shall only be authorized to operate equipment at their assigned position necessary to perform assigned duties.

- Two walkie-talkies, or two-way radios, will be provided by the Contractor. The walkie-talkies or two-way radios will be used in a manner directed by the Agency.
- Guards shall be held accountable for, and not loan to anyone, those keys assigned to them that have been designated for security purposes.
- Guards shall consume the noon meal while on the job and shall not leave the premises.
- Guards shall be responsible for signing in and out for actual hours worked. The procedure for doing this shall be determined with the Contractor by the Agency.
- All State required training and registration requirements shall be met prior to the guard performing duty.
- Contractor agrees to provide onsite facility orientation and periodic training sessions for guards assigned to the Agency as part of this contract. Onsite facility orientation is likewise required for replacement personnel.
- Contractor agrees that all guards will be oriented to and are responsible for being familiar with and adhering of the Agency's "services, responsibilities and procedures" as outlined in this contract.
- Contractor will be responsible for supplying emergency substitutes of any personnel. Substitutes shall meet all experience and training requirements. Additional personnel requested by the Agency shall be provided within a minimum of 2 hours and will be provided on site orientation to the Agency and duty requirements. All overtime, including that created by the failure of the Contractor to provide additional personnel within 2 hours shall be paid by the Contractor.
- If for any reason any Guard is deemed unsuitable, the Contractor agrees to remove the guard and to replace within 2 hours. An unfit for duty guard (intoxicated or otherwise unable to perform) shall be removed and time on the job in the unfit condition shall not be billed to the Agency.
- Contractor is to communicate (report to, inform, consult, and/or advise) as appropriate and necessary only to the Agency.
- Procedures agreed upon by the Agency and the Contractor shall be followed by the guard. Knowledge, proficiency, and practice shall be inspected by the Contractor on a daily basis.
- Guard shall be courteous and civil in the face of provocation and helpful and considerate in the time of someone's need.
- In conjunction with the Contractor, the Agency agrees to be responsible for scheduling an on-site orientation training program for guards which includes:

Attachment B – Specifications

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- Facility orientation
 - Identification of key officials and their responsibilities
 - Proper reporting procedures
 - Forms
 - Procedures for obtaining emergency assistance
 - Fire protection
 - Safety hazards
 - Lock locations and locking requirements
 - Patrol requirements
 - Personnel control
 - Parking control
 - Escorting requirements
 - Communications and response requirements
 - Position procedures
- The Agency will notify Contractor of any changes needed in scheduling (i.e., hours of additional persons needed). This notice will be provided as soon as the Agency knows of the requirement.
 - Contractor agrees to keep confidential all information and materials which will come into possession or knowledge of Contractor in connection with this contract or the performance thereof, excepting only such information as is already known to the public, and not to release, use, or disclose the same except with written permission of the Agency.
 - Contractor grants the legislative auditor of the State of Louisiana and/or the division of administration the option of auditing all records of Contractor pertinent to this contract.
 - The Contractor shall not assign any interest in this contract and shall not transfer the same.