



STATE OF LOUISIANA

Office of State Procurement

Vendor Number/Name/Address:
0310115295
TOMMIE LANDRUM
GULF COAST SECURITY ENTERPRISES LLC
141 ROBERT E LEE BLVD #222
NEW ORLEANS, LA 70124

PURCHASE ORDER

Number: 2000655615
Version: 1
Date Issued: 05/13/2022
Fiscal Year: 2023
Buyer: ARIELLE BIBBINS
Phone:
Email: arielle.bibbins@la.gov

All terms and conditions in the solicitation are part of this order as if fully reproduced herein.

Deliver To:

LA. WORKFORCE COMMISSION
1001 N. 23RD ST.
Invalid, LA 70802

Invoice To Address:

Louisiana Workforce Commission
Attn: Fiscal Department
PO Box 94094
Baton Rouge, LA 70804-9094

Ship To Contact:

LaTinya Young
225-342-3186
LYOUNG@LWC.LA.GOV

Terms of payment: Vendor Net 30
FOB Point: DESTINATION
Shopping Cart Number: 1000270775
Bid Response Number: _____
Invitation to Bid: _____
Total Amount of PO: \$316,650.00

First renewal of a contract to supply Armed Guard Services to the Louisiana Workforce Commission, for a period of delivery beginning July 1, 2022 and ending June 30, 2023.

Renewal of original PO# 2000570189, File# 1000244809

Purchase Order Documents Include:

Attachment A - Special Terms and Conditions - Pages 1-6

Attachment B - Specifications - Pages 1-9

LINE	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED AMOUNT
1	Product Category: 92121504 DESCRIPTION: ARMED GUARD SERVICES Armed Guard Supervisor ***PER ATTACHMENT B - SPECIFICATIONS***	2100.000	H	17.65000	37,065.00
2	Product Category: 92121504 DESCRIPTION: ARMED GUARD SERVICES Armed Guards ***PER ATTACHMENT B - SPECIFICATIONS***	17100.000	H	16.35000	279,585.00

THE FOLLOWING CONDITIONS, UNLESS OTHERWISE STATED IN THE BID DOCUMENT, WILL APPLY TO ALL ORDERS:

PAYMENT TO VENDORS - PAYMENT FOR GOODS AND/OR SERVICES PURCHASED BY THE STATE WILL ONLY BE MADE IN ACCORDANCE WITH THE FOLLOWING CONDITIONS:

1. INVOICES MUST REFERENCE THE STATE'S PURCHASE ORDER NUMBER AND REFLECT THE QUANTITY BILLED BY PURCHASE ORDER LINE NUMBER.
2. BILLS OF LADING, PACKING SLIPS, AND/OR OTHER RELATED SHIPPING PAPERS MUST REFERENCE THE STATE'S PURCHASE ORDER NUMBER AND REFLECT THE QUANTITY SHIPPED BY PURCHASE ORDER LINE NUMBER.

THE STATE IS NOT RESPONSIBLE FOR GOODS DELIVERED OR WORK DONE WITHOUT A WRITTEN ORDER. NO ALLOWANCE FOR BOXING OR CRATING. UNAUTHORIZED QUANTITIES IN EXCESS OF THIS ORDER WILL BE RETURNED OR HELD SUBJECT TO SHIPPER'S ORDER, EXPENSE AND RISK.

CONTRACTOR WARRANTS THAT THE MERCHANDISE TO BE FURNISHED HEREUNDER WILL BE IN FULL CONFORMITY WITH THE SPECIFICATION, DRAWING OR SAMPLE AND AGREES THAT THIS WARRANTY SHALL SURVIVE ACCEPTANCE OF THE MERCHANDISE AND THAT CONTRACTOR WILL BEAR THE COST OF INSPECTING REJECTED MERCHANDISE.

ALL REJECTED GOODS WILL BE HELD AT CONTRACTOR'S RISK AND EXPENSE, SUBJECT TO CONTRACTOR'S PROMPT . ADVICE AS TO DISPOSITION. UNLESS OTHERWISE ARRANGED, ALL REJECTED GOODS WILL BE RETURNED AT CONTRACTOR'S EXPENSE.

CONTRACTOR WILL, AT ITS EXPENSE, DEFEND THE STATE AGAINST ANY CLAIM THAT ANY MERCHANDISE TO BE FURNISHED HEREUNDER INFRINGES A PATENT OR COPYRIGHT IN THE UNITED STATES OR PUERTO RICO, AND WILL PAY ALL COST DAMAGES AND ATTORNEY'S FEES THAT A COURT FINALLY AWARDS AS A RESULT OF SUCH CLAIM.

COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

IN ACCORDANCE WITH LA R.S. 39:1602.1, FOR ANY CONTRACTS WITH A VALUE OF \$100,000 OR MORE AND FOR ANY VENDOR WITH 5 OR MORE EMPLOYEES, THE VENDOR CERTIFIES THAT IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL AND IT WILL, FOR THE DURATION OF ITS CONTRACTUAL OBLIGATIONS, REFRAIN FROM A BOYCOTT OF ISRAEL.

CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30)

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DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.

AUTHORIZED SIGNATURE: *Arielle Bibbins*

Agency Administrative Officer



Attachment A – Special Terms and Conditions

PO No. 2000655615

TITLE: Armed Guard Services - LWC

Vendor: Gulf Coast Security Enterprises Inc.

VENDOR'S FORMS:

The purchase order is the only binding document to be issued against this contract. Signing of vendor's forms is not allowed.

INVOICES:

Invoices will be submitted by the contractor to the using agency, and the invoice shall refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, and delivery point. A separate invoice for each order delivered and accepted shall be submitted by the contractor in duplicate directly to the accounting department of the using agency. Invoices shall show the amount of any cash discount, and shall be submitted on the contractor's own invoice form.

PAYMENT:

Payment will be made on the basis of unit price as listed in this contract; such price and payment will constitute full compensation for furnishing and delivering the contract commodities. In no case will the state agency refuse to make partial payments to the contractor although all items have not been delivered. This payment in no way relieves the contractor of his responsibility to effect shipment of the balance of the order. Payment will be made to vendor and address as shown on order.

INSURANCE REQUIREMENTS FOR CONTRACTORS:

THE CONTRACTOR SHALL PURCHASE AND MAINTAIN FOR THE DURATION OF THE CONTRACT INSURANCE AGAINST CLAIMS FOR INJURIES TO PERSONS OR DAMAGES TO PROPERTY WHICH MAY ARISE FROM OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK HEREUNDER BY THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS. THE COST OF SUCH INSURANCE SHALL BE INCLUDED IN THE BIDDER'S PRICING.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. WORKERS COMPENSATION

WORKERS COMPENSATION INSURANCE SHALL BE IN COMPLIANCE WITH THE WORKERS COMPENSATION LAW OF THE STATE OF THE CONTRACTOR'S HEADQUARTERS. EMPLOYERS LIABILITY IS INCLUDED WITH A MINIMUM LIMIT OF \$1,000,000 PER ACCIDENT/PER DISEASE/PER EMPLOYEE. IF WORK IS TO BE PERFORMED OVER WATER AND INVOLVES MARITIME EXPOSURE, APPLICABLE LHWCA, JONES ACT, OR OTHER MARITIME LAW COVERAGE SHALL BE INCLUDED. A.M. BEST'S INSURANCE COMPANY RATING REQUIREMENT MAY BE WAIVED FOR WORKERS' COMPENSATION COVERAGE ONLY.

2. COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING PERSONAL AND ADVERTISING INJURY LIABILITY AND PRODUCTS AND COMPLETED OPERATIONS, SHALL HAVE A MINIMUM LIMIT PER OCCURRENCE OF \$1,000,000 AND A MINIMUM GENERAL AGGREGATE OF \$2,000,000. THE INSURANCE SERVICES OFFICE (ISO) COMMERCIAL GENERAL LIABILITY OCCURRENCE COVERAGE FORM CG 00 01

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(CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THE POLICY. CLAIMS-MADE FORM IS UNACCEPTABLE.

3. AUTOMOBILE LIABILITY

AUTOMOBILE LIABILITY INSURANCE SHALL HAVE A MINIMUM COMBINED SINGLE LIMIT PER OCCURRENCE OF \$1,000,000. ISO FORM NUMBER CA 00 01 (CURRENT FORM APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, IS TO BE USED IN THE POLICY. THIS INSURANCE SHALL INCLUDE THIRD-PARTY BODILY INJURY AND PROPERTY DAMAGE LIABILITY FOR OWNED, HIRED AND NON-OWNED AUTOMOBILES.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND ACCEPTED BY THE AGENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEDUCTIBLES AND SELF-INSURED RETENTIONS.

C. OTHER INSURANCE PROVISIONS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

1. COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND CYBER LIABILITY COVERAGES

- a. THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS SHALL BE NAMED AS AN ADDITIONAL INSURED AS REGARDS NEGLIGENCE BY THE CONTRACTOR. ISO FORM CG 20 10 (FOR ONGOING WORK) AND CG 2037 (FOR COMPLETED WORK) (CURRENT FORMS APPROVED FOR USE IN LOUISIANA), OR EQUIVALENT, ARE TO BE USED WHEN APPLICABLE. THE COVERAGE SHALL CONTAIN NO SPECIAL LIMITATIONS ON THE SCOPE OF PROTECTION AFFORDED TO THE AGENCY.
- b. THE CONTRACTOR'S INSURANCE SHALL BE PRIMARY AS RESPECTS THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS FOR ANY AND ALL LOSSES THAT OCCUR UNDER THE CONTRACT. ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY THE AGENCY SHALL BE EXCESS AND NON-CONTRIBUTORY OF THE CONTRACTOR'S INSURANCE.

2. WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

TO THE FULLEST EXTENT ALLOWED BY LAW, THE INSURER SHALL AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS FOR LOSSES ARISING FROM WORK PERFORMED BY THE CONTRACTOR FOR THE AGENCY.

Attachment A – Special Terms and Conditions

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3. ALL COVERAGES

- a. ALL POLICIES MUST BE ENDORSED TO REQUIRE 30-DAY WRITTEN NOTICE OF CANCELLATION TO THE AGENCY. TEN-DAY WRITTEN NOTICE OF CANCELLATION IS ACCEPTABLE FOR NON-PAYMENT OF PREMIUM. NOTIFICATIONS SHALL COMPLY WITH THE STANDARD CANCELLATION PROVISIONS IN THE CONTRACTOR'S POLICY. IN ADDITION, CONTRACTOR IS REQUIRED TO NOTIFY AGENCY OF POLICY CANCELLATIONS OR REDUCTIONS IN LIMITS.
- b. THE ACCEPTANCE OF THE COMPLETED WORK, PAYMENT, FAILURE OF THE AGENCY TO REQUIRE PROOF OF COMPLIANCE, OR AGENCY'S ACCEPTANCE OF A NON-COMPLIANT CERTIFICATE OF INSURANCE SHALL NOT RELEASE THE CONTRACTOR FROM THE OBLIGATIONS OF THE INSURANCE REQUIREMENTS OR INDEMNIFICATION AGREEMENT.
- c. THE INSURANCE COMPANIES ISSUING THE POLICIES SHALL HAVE NO RECOURSE AGAINST THE AGENCY FOR PAYMENT OF PREMIUMS OR FOR ASSESSMENTS UNDER ANY FORM OF THE POLICIES.
- d. ANY FAILURE OF THE CONTRACTOR TO COMPLY WITH REPORTING PROVISIONS OF THE POLICY SHALL NOT AFFECT COVERAGE PROVIDED TO THE AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS.

D. ACCEPTABILITY OF INSURERS

1. ALL REQUIRED INSURANCE SHALL BE PROVIDED BY A COMPANY OR COMPANIES LAWFULLY AUTHORIZED TO DO BUSINESS IN THE JURISDICTION IN WHICH THE PROJECT IS LOCATED. INSURANCE SHALL BE PLACED WITH INSURERS WITH AN A.M. BEST'S RATING OF **A-:VI OR HIGHER**. THIS RATING REQUIREMENT MAY BE WAIVED FOR WORKERS' COMPENSATION COVERAGE ONLY.
2. IF AT ANY TIME AN INSURER ISSUING ANY SUCH POLICY DOES NOT MEET THE MINIMUM A.M. BEST RATING, THE CONTRACTOR SHALL OBTAIN A POLICY WITH AN INSURER THAT MEETS THE A.M. BEST RATING AND SHALL SUBMIT ANOTHER CERTIFICATE OF INSURANCE WITHIN THIRTY (30) DAYS.

E. VERIFICATION OF COVERAGE

1. CONTRACTOR SHALL FURNISH THE AGENCY WITH CERTIFICATES OF INSURANCE REFLECTING PROOF OF REQUIRED COVERAGE. THE CERTIFICATES FOR EACH INSURANCE POLICY ARE TO BE SIGNED BY A PERSON AUTHORIZED BY THAT INSURER TO BIND COVERAGE ON ITS BEHALF. THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY THE AGENCY BEFORE WORK COMMENCES AND UPON ANY CONTRACT RENEWAL OR

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INSURANCE POLICY RENEWAL THEREAFTER.

2. THE CERTIFICATE HOLDER SHOULD BE LISTED AS FOLLOWS:

STATE OF LOUISIANA
OFFICE OF STATE PROCUREMENT
1201 N. THIRD ST.; SUITE 2-160
BATON ROUGE, LA 70802

3. IN ADDITION TO THE CERTIFICATES, CONTRACTOR SHALL SUBMIT THE DECLARATIONS PAGE AND THE CANCELLATION PROVISION FOR EACH INSURANCE POLICY. THE AGENCY RESERVES THE RIGHT TO REQUEST COMPLETE CERTIFIED COPIES OF ALL REQUIRED INSURANCE POLICIES AT ANY TIME.
4. UPON FAILURE OF THE CONTRACTOR TO FURNISH, DELIVER AND MAINTAIN SUCH INSURANCE, THIS CONTRACT, AT THE ELECTION OF THE AGENCY, MAY BE SUSPENDED, DISCONTINUED OR TERMINATED. FAILURE OF THE CONTRACTOR TO PURCHASE AND/OR MAINTAIN ANY REQUIRED INSURANCE SHALL NOT RELIEVE THE CONTRACTOR FROM ANY LIABILITY OR INDEMNIFICATION UNDER THE CONTRACT.

F. SUBCONTRACTORS

CONTRACTOR SHALL INCLUDE ALL SUBCONTRACTORS AS INSURED UNDER ITS POLICIES OR SHALL BE RESPONSIBLE FOR VERIFYING AND MAINTAINING THE CERTIFICATES PROVIDED BY EACH SUBCONTRACTOR. SUBCONTRACTORS SHALL BE SUBJECT TO ALL OF THE REQUIREMENTS STATED HEREIN. THE AGENCY RESERVES THE RIGHT TO REQUEST COPIES OF SUBCONTRACTOR'S CERTIFICATES AT ANY TIME.

G. WORKERS COMPENSATION INDEMNITY

IN THE EVENT CONTRACTOR IS NOT REQUIRED TO PROVIDE OR ELECTS NOT TO PROVIDE WORKERS COMPENSATION COVERAGE, THE PARTIES HEREBY AGREE THAT CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES WILL HAVE NO CAUSE OF ACTION AGAINST, AND WILL NOT ASSERT A CLAIM AGAINST, THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES AS AN EMPLOYER, WHETHER PURSUANT TO THE LOUISIANA WORKERS COMPENSATION ACT OR OTHERWISE, UNDER ANY CIRCUMSTANCE. THE PARTIES ALSO HEREBY AGREE THAT THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES SHALL IN NO CIRCUMSTANCE BE, OR CONSIDERED AS, THE EMPLOYER OR STATUTORY EMPLOYER OF CONTRACTOR, ITS OWNERS, AGENTS AND EMPLOYEES. THE PARTIES FURTHER AGREE THAT CONTRACTOR IS A WHOLLY INDEPENDENT CONTRACTOR AND IS EXCLUSIVELY RESPONSIBLE FOR ITS EMPLOYEES, OWNERS, AND AGENTS. CONTRACTOR HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD

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THE STATE OF LOUISIANA, ITS DEPARTMENTS, AGENCIES, AGENTS AND EMPLOYEES HARMLESS FROM ANY SUCH ASSERTION OR CLAIM THAT MAY ARISE FROM THE PERFORMANCE OF THIS CONTRACT.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. CONTRACTOR AGREES TO PROTECT, DEFEND, INDEMNIFY, SAVE, AND HOLD HARMLESS, THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS AND COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, AND VOLUNTEERS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND LIABILITY ARISING OUT OF INJURY OR DEATH TO ANY PERSON OR THE DAMAGE, LOSS OR DESTRUCTION OF ANY PROPERTY WHICH MAY OCCUR, OR IN ANY WAY GROW OUT OF, ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, SERVANTS, AND EMPLOYEES, OR ANY AND ALL COSTS, EXPENSES AND/OR ATTORNEY FEES INCURRED BY CONTRACTOR AS A RESULT OF ANY CLAIMS, DEMANDS, SUITS OR CAUSES OF ACTION, EXCEPT THOSE CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION ARISING OUT OF THE NEGLIGENCE OF THE STATE OF LOUISIANA, ALL STATE DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES AND VOLUNTEERS.
2. CONTRACTOR AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION AT ITS SOLE EXPENSE AND AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF THE CLAIMS, DEMANDS, SUITS, OR CAUSES OF ACTION ARE GROUNDLESS, FALSE OR FRAUDULENT. THE STATE OF LOUISIANA MAY, BUT IS NOT REQUIRED TO, CONSULT WITH THE CONTRACTOR IN THE DEFENSE OF CLAIMS, BUT THIS SHALL NOT AFFECT THE CONTRACTOR'S RESPONSIBILITY FOR THE HANDLING OF AND EXPENSES FOR ALL CLAIMS.

BLANKET FIDELITY BOND COVERAGE:

THE CONTRACTOR SHALL PROVIDE BLANKET FIDELITY BOND COVERAGE. BLANKET FIDELITY BOND COVERAGE SHALL HAVE A MINIMUM PER OCCURRENCE OF \$100,000 AND SHALL BE FOR THE BENEFIT OF THE STATE OF LOUISIANA FOR LOSS RESULTING FROM DISHONESTY OF CONTRACTOR'S EMPLOYEES THAT ARE ENGAGED IN PERFORMING WORK UNDER THIS CONTRACT. A BLANKET CRIME INSURANCE POLICY, WITH A MINIMUM OF \$100,000 PER OCCURRENCE FOR EMPLOYEE THEFT AND ENDORSED TO INCLUDE THE STATE OF LOUISIANA AS A NAMED INSURED, IS ACCEPTABLE IN LIEU OF THE FIDELITY BOND COVERAGE.

ESTIMATED QUANTITY:

THE LISTED QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE AND TERMS STATED IN THE BID.

Attachment A – Special Terms and Conditions

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TITLE: Armed Guard Services - LWC

CONTRACT PERIOD

THIS CONTRACT SHALL BE EFFECTIVE FOR THE PERIOD BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023.

RENEWAL OPTION:

AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR ONE (1) ADDITIONAL TWELVE (12) MONTH PERIOD AT THE SAME PRICES, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

Attachment B – Specifications

PO No: 2000655615

Title: Armed Guard Services - LWC

Armed Security Guard Contractor Specifications

**Louisiana Workforce Commission
1001 North 23rd Street
Baton Rouge, LA. 70802**

The intent of these specifications is to provide for a complete Armed Security Guard Service Contract for the Louisiana Workforce Commission Main Campus Office locations.

General Conditions:

All Contractor personnel are expected to work in a manner which will maintain the security and best interests of Louisiana Workforce Commission, hereinafter 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, Contractor and Contractor's employees will conduct themselves in a careful and prudent manner and that they will not permit the facility placed at their disposal to be used for purposes other than those specified herein.

Security Guard Duties:

1. Armed security guards are to be on duty on Louisiana Workforce Commission premises every day of the year, 24 hours a day, 7 days a week, including holidays, with routine scheduling as follows.
 - a. Monday through Friday
 - i. Two Guards – 6am to 2pm - 8 hour shift – Headquarters Bldg.
 - ii. One Guard – 8am to 5pm (Hour Lunch) – 8 hour shift – Supervisor
 - iii. One Guard – 8am to 5pm (Hour Lunch) – 8 hour shift – Acme Bldg.
 - iv. Two Guards – 2pm to 10pm – 8 hour shift – Headquarters Bldg.
 - v. One Guard – 10pm to 6am – 8 hour shift – Headquarters Bldg.
 - b. Saturday and Sunday
 - i. One Guard – 6am to 6pm – 12 hour shift – Headquarters Bldg.
 - ii. One Guard – 6pm to 6am – 12 hour shift – Headquarters Bldg.
 - c. Holidays / Weekday Office Closures (as designated by the Agency) (This 8 hour shift schedule may also be used as an option for the weekend duty schedule.)
 - i. One Guard – 6am to 2pm – 8 hour shift – Headquarters Bldg.
 - ii. One Guard – 2pm to 10pm – 8 hour shift – Headquarters Bldg.
 - iii. One Guard – 10pm to 6am – 8 hour shift – Headquarters Bldg.

2. Daily operational supervision of campus security will come from the Director of the Administrative Services Division for the Agency or their designated managers or supervisors.
3. All security incidents or issues will be reported immediately to Agency management.
4. Protection of personnel within the building or on the grounds from physical injury.
5. Protection of property within the building or on the grounds from theft, damage, or vandalism.
6. Ingress and egress control of personnel and visitors.
7. Security guards will assist with emergency crisis management and intervene as situations dictate. Security guards shall respond immediately to communication regarding emergencies of requests for assistance.
8. Security guard on duty during weekday p.m. hours will close parking lot gates at the end of designated business hours, no later than 6pm. Security guard on duty during weekday a.m. hours will open gates in advance of start of designated business hours, no later than 6am.
9. Remain at Guard Station in Atrium Lobby or assigned security station provided throughout the day except for patrolling, which may take up to 15 minutes every hour.
10. Patrol inside of building for safety and security concerns.
11. Patrol perimeter of building and parking lots for safety and security concerns.
12. Monitor all Agency parking lots for enforcement of parking restrictions. Issue parking violation notices, as needed.
13. Monitor lobby and/or entrance area and visitor access to other parts of the building. Issue visitor badges, as needed.
14. Check boiler room and all floors of the buildings at least once every two hours during the evening and weekend shifts, and document times checked.
15. Interact with any disruptive or agitated visitors in such a way to avoid escalation of disruption or agitation.
16. Greet visitors promptly and offer friendly and polite conversation when the visitor welcomes such.
17. Monitor all buildings on premises for any signs of unauthorized access during or after business hours.
18. Demonstrate the ability to interact with clients, employees, and visitors in a respectful manner that helps prevent agitation or disruptive behavior.
19. Communicate to administration and supervisory staff any observed signs of security risks.
20. Monitor daily flow of visitors, wait times, and any problems with related processes.
21. Observe for weapons, contraband, or illegal items brought into the facility or building and notify visitors to remove such items from the premises.
22. Encourage appropriate communication and attire in the building.
23. Call for assistance (911, police or fire department, etc.) when any incidents occur.
24. Keep agency employees and visitors away from risky or unsafe situations.
25. Other Security duties and tasks as assigned by agency management.

Contractor's Qualifications:

The Contractor must be an established business having at least five (8) years satisfactory experience in the full time security guard services.

In accordance with Louisiana revised statutes 47:3270-3298, the Contractor must be licensed by the Louisiana State Board of Private Security Examiners. Contact the Board at 225-272-2310.

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 information:

1. The year the company was formed.
2. Total number of years of company security experience.
3. Total number of security employees employed with the company.
4. Total number of businesses and/or comparable facilities under contract for security guard services.
5. Total number of security employees (full-time and part-time) as well as management personnel bidder intends to utilize for all facilities in this contract.
6. Copy of license issued by the Louisiana State Board of Private Security Examiners.
7. Copy of financial statement covering the twelve-month period preceding the proposal submission date.

The Contractor will procure insurance, and shall show evidence of such insurance in the form of Certificate(s) of Insurance as part of bid submission, prior to contract award.

The Contractor shall not allow any person that is not on the Contractor's or the Agency's payroll in the facility at any time, unless instructed to do so by the Agency.

The Contractor will hold and save the Agency, it's officers, agents and employees harmless from liability of any nature or kind including costs and expenses for or as a result of any lawsuit 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, provided that the act, omission, conduct, activity or nonperformance giving rise to the claim for indemnification was the result of bad faith, misconduct or negligence on the part of the Contractor or it's agents.

The Contractor is to contract for services and employment in Contractor's firm 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 its employees is 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 from the Office of State Procurement.

At the option of the State of Louisiana and acceptance by the Contractor, this contract may be extended for two additional twelve (12) month periods at the same price, terms and conditions. The Contract is not to exceed thirty-six months.

The terms and conditions of this contract cannot be changed, altered or modified in any way without the advance written approval of both parties. If, because of reasons beyond the control of the Agency (e.g. fire), business operations in any or all of the facilities is interrupted or stopped, the Agency shall have the right to terminate this contract upon ten (10) days certified written notice without any penalty thereof.

The Contractor shall purchase all licenses required for the operation of this contract and pay all local, state and federal taxes.

Armed Security Guard Qualifications:

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

1. Guards must be at least 21 years of age, registered and armed, having completed all required classroom training, weapons/firearms safety training, and weapons qualification.
2. In accordance with Louisiana revised statutes 47:3270-3298, the Armed Guards must be licensed by the Louisiana State Board of Private Security Examiners. Contact the Board at 225-272-2310.
3. Registration cards issued by the Louisiana State Board of Private Security Examiners must be in the guard's possession at all times while on duty at the Agency.
4. All guards assigned to work at the Agency must possess a high school diploma or a General Equivalency Diploma (GED).
5. The Contractor will provide the names, social security numbers, and addresses of personnel when assigned to work at the Agency.
6. All guards must possess basic computer skills, including typing, and be able to prepare incident reports and provide visitor badges.

Armed Guards Minimum Training Requirements:

All guards assigned to the Agency facility must have completed, at a minimum, 8 hours classroom security training prior to assignment, and four (4) hours minimum site-specific, on-the-job-training at the Agency facility. The Contractor must provide training that includes, at a minimum, weapons training (classroom and range qualification), annual weapons re-qualification, and annual refresher training of at least eight (8) hours.

The required training referenced above must include a lesson plan or learning package covering each of the following specific topics:

1. Orientation to R.S. 37:3270 through 3299 and the board's rules and regulations.
2. Legal powers and limitations of a security officer.

3. Emergency procedures.
4. General duties/field notes/report writing.
5. Legal limitations on use of weapons.
6. Handling of a weapon.
7. Safety and maintenance.
8. Dim light firing.
9. A shoot, don't shoot program.
10. Stress factors.

Screening Requirements:

The Contractor is required to conduct a background investigation on all security guards to be assigned to the Agency prior to assigning guards to Agency sites.

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

If at any time a change in personnel is made, the Contractor must provide the information on new employee(s) on drug testing, before her or she may begin work.

Contractor Performance:

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. It is desirable that officers have a minimum of three (3) years' experience in security; however, all officers must have a minimum of one (1) year experience.

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, performance, conduct, appearance and integrity. The Contractor shall also be responsible for taking such disciplinary action with respect to his employees as may be necessary.

The Contractor is responsible for conducting field inspections where the regional manager or supervisory personnel of the Contractor check on guards assigned to the Agency. This is to ensure that they are on post and performing required tasks in a satisfactory manner. Supervisory personnel should conduct additional training in the field periodically and on-site training as required to bring guard performance up to expectations of the Agency.

Contractor shall provide that one guard assigned to the site has duties as the site supervisor, and is required to compensate this supervisor at a minimum of \$15.00 per hour. Contractor is required to compensate all other assigned armed guards at a minimum of \$13.00 per hour, and shall provide for the electronic direct deposit of payroll checks. Guards must be compensated in a regular and timely manner in accordance with Louisiana revised statute 23:633.

All security guard personnel, equipment, uniforms, and any other equipment necessary to perform duties of this contract must be provided by the Contractor.

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 is required to provide two (2) seasonal uniforms to armed guards at no cost at time of initial issue; the contractor may recover cost of uniforms that are not returned at the end of guard's employment with the Contractor.** 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.

Contractor shall provide annual training and weapons qualification at no cost to the armed guards, with the exception of training ammunition cost which may be required to be incurred by the armed guards.

Contractor is responsible for payment of all license or registration fees or costs due to the Louisiana State Board of Private Security Examiners for the armed guards.

The Contractor shall provide certified guard employees as needed to ensure coverage for 24 hours per day/7 days per week (24/7) basis. The Contractor shall provide emergency substitutes for any personnel absenteeism or shortages. Substitutes must meet all experience and training requirements.

The Contractor will be reimbursed for overtime and holiday pay at only the additional rate paid to the guard. Example, the agency will reimburse only the additional \$6.50 in overtime for regular armed guard and the additional \$7.50 overtime for armed guard supervisor.

The Contractor shall provide additional guards at the request of the Agency, in cases of emergencies such as disasters, security risks or other unforeseen incidents that may be seen as harmful to Agency employees and visitors. These additional guards shall be provided at a **minimum of \$13.00 per hour**. The Agency shall be responsible for notifying the Contractor of these changes as soon as the Agency is aware of the need.

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

If Contractor does not perform or render services as specified in this document, the Agency reserves the right to make adjustments to Contractor's invoice.

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 terminated, and the guard(s) must leave the Agency facilities immediately.

Reporting Requirements:

The Contractor must submit monthly shift report/time sheets to the Agency. The Contractor must maintain complete and accurate records to substantiate services provided to the Agency. The Contractor's records must document:

1. Name of Security guard providing service.
2. Date of Service provided
3. Time/shift service was provided.

The Agency reserves the right to request additional reports, which contain documented proof the requirements as stated herein are being complied with.

On a periodic basis, at a minimum of once per year for each security guard, 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:

1. Findings of compliance inspections.
2. Documented information such as the date.
3. Security guards' name
4. Comments regarding the security guard's performance.

Staffing Standards:

The Contractor shall have a telephone/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 must be returned within a two (2) hour period.

Any change in telephone/beeper numbers must be made available 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. Excessive vacant or unfilled shifts shall be considered a contract performance issue.

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 stationary.

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

Basis and Method for Deductions for Unsatisfactory Daily 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 one-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.

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, State Purchasing shall notify contractor or reported performance issue(s) submitted by the Agency. Contractor has seven (7) days, from the date of notice, to respond to the reported performance issue(s), in writing to State Purchasing. Contractor's failure to respond to Agency's initial notice of deficiencies in 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 must be approved by State Purchasing prior to any withholdings of payment(s). Should the Contractor's invoice 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.

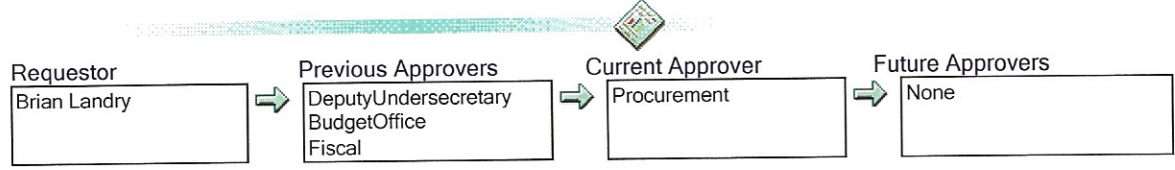
The Agency will notify State Purchasing once a chronic or non-remedied issue is recognized. The Agency shall submit to State Purchasing written documentation of non-performance issues

and any attempts made by the Agency or Contractor to resolve the performance issue(s). Copies of all supporting documentation must always be forwarded to State Purchasing.

Shall the Contractor receive two (2) or more reductions, within any thirty (30) work day period, or a total of fifteen (15) reductions during a twelve (12) month period, the contract may be automatically terminated for default.

Requisition

Requested By Brian Landry
 Request Date 04/18/2022 09:38:46 AM
 Status Awaiting Approval by Procurement



Additional Information

Approver Name	Approver Function	Due Date	Expiration Action	Status	Date
Mike Broussard	Deputy Chief Financial Officer	04/19/2022	Notification	Approved	04/19/2022
Carmene Stepter	Budget Office	04/20/2022	Notification	Approved	04/19/2022
Tesseena Sims	Fiscal	04/20/2022	Notification	Approved	04/21/2022
	Procurement	04/22/2022	Notification	None	

Request Subject Renewal of LWC Main Campus Armed Guard Services - FY 2023

Change Approver Name: Change Approver Function:

Vendor Information

1) Org/Unit Name	2) Ship to Code	3) Requisition No
Office of Management & Finance	S3020 - Administrative Services	202240492
4) Vendor No	5) Suggested Vendor Name	6) Purchase Order No
	Gulf Coast Security	1000270775 5/10/22
7) Contact Person	8) Phone No	
CN=Brian Landry/O=LDOL	225-342-7028	2000455415 R 5-13-22

Commodity Information

Are you requisitioning computer software/hardware and at least 1 of the individual item(s) cost over \$999.50? No

9) Commodity Code/Contract No	10) Description/Invoice No	11) Quantity	12) Unit Price	13) Total Price
	Armed Guard Security Services - LWC Main Campus - Armed Guard Supervisor (per Attached specifications) For the period July 1, 2022 through June 30, 2023 FY 2022 PO# 2000570189 First Annual Renewal	2,100	17.6500	\$37,065.00
	Armed Guard Security Services - LWC Main Campus - Armed Guard 9per attached specifications) For the period July 1, 2022 through June 30, 2023 FY 2022 PO# 2000570189 First Annual Renewal	17,100	16.35	\$279,585.00
		0	0.0000	\$0.00
		0	0.0000	\$0.00
		0	0.0000	\$0.00

		0	0.0000	\$0.00
		0	0.0000	\$0.00
		0	0.0000	\$0.00
		0	0.0000	\$0.00
		0	0.0000	\$0.00
				\$316,650.00


Agency Information

14) Fund %	15) Agency/Cost Center No.	16) Activity	17) Object	18) Sub-Object	19) Reporting Category Code
100	474 3020		2991 - Operating Services - Security	02 Administrative and Management	3020 9998 AS&T Control
0					
0					
0					
0					
0					
0					
0					
0					
0					
0					
100					


Justification

Armed Guard services for LWC Main Campus. First annual renewal.

Attachment(s)



 2000570189-3020 - FY2022 Purchase Order Gulf Coast Security.pdf



 Security Guard Specifications- LWC Main Campus 3-12-21.doc