City and County of San Francisco Office of Contract Administration Purchasing Division

Third Amendment

THIS THIRD AMENDMENT ("Amendment") is made as of February 15, 2025, in San Francisco, California, by and between Universal Protection Service, LB, dba Allied Universal Services ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period; and

WHEREAS, Contractor was competitively selected pursuant to a Request for Proposals entitled OCA DPH | TC86240 ZSFGH & LHH Unarmed Sec Gd Svcs issued through Sourcing Event ID 0000007010 and this Amendment is consistent with the terms of the RFP and the awarded Contract; and

WHEREAS, this is a contract for Services and the Local Business Enterprise ("LBE") subcontracting participation requirement for the Services has been waived pursuant to waiver CMD14B0003518, and this Amendment is consistent with that waiver; and

WHEREAS, this Amendment is consistent with an approval obtained on December 16, 2024 from the Civil Service Commission under PSC number DHRPSC0002633 which authorizes the award of multiple agreements, the total value of which cannot exceed nineteen million three thousand dollars (\$19,003,000.00) and the individual duration of which cannot exceed 35 months; and

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated February 15, 2023 between Contractor and City, as amended by the:

First Amendment, dated March 20, 2024, and

Second Amendment, dated September 1, 2024.

1.2 San Francisco Labor and Employment Code. As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination

in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

1.3 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

- 2.1 Term.
 - (a) Section 2.1 Term of the Agreement currently reads as follows:
- (i) The term of this Agreement shall commence on February 15, 2023 and expire on February 14, 2025, unless earlier terminated as otherwise provided herein.
- (ii) **Options.** The City has the option to renew the Agreement for a period of [1] additional year, for a total contract term of [3] years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement.
 - (b) Such section is hereby amended in its entirety to read as follows:
- (i) The term of this Agreement shall commence on February 15, 2023 and expire on January 15, 2026, unless earlier terminated as otherwise provided herein.
 - (ii) Reserved (Options).

Article 3 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after the date of this Amendment.

Article 4 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

DocuSigned by: Lorna Walker

2/7/2025

Lorna Walker

Deputy Director

Office of Contract Administration

Approved as to Form:

David Chiu City Attorney

DocuSigned by:

Louise Simpson 2/10/2025

Louise Simpson

Deputy City Attorney

Approved:

Sailaja Kurella

Director of the Office of Contract

Administration, and Purchaser

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CONTRACTOR

Universal Protection Service, LP, dba Allied Universal Security Services

DocuSigned by:

Christian anno

2/7/2025

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Regional Vice President

City Supplier number: 0000025762