

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

First Amendment

THIS **FIRST** AMENDMENT (“Amendment”) is made as of **March 20, 2024**, in San Francisco, California, by and between **Universal Protection Service, LB, dba Allied Universal Security 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 increase the contract amount, and update standard contractual clauses; 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 7010 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 CMD14B0002921 and this Amendment is consistent with that waiver; and

WHEREAS, this Amendment is consistent with an approval obtained on November 7, 2022 from the Civil Service Commission under PSC number 41282-22/23 which authorizes the award of multiple agreements, the total value of which cannot exceed \$17,100,000.00 and the individual duration of which cannot exceed 2 years 47 weeks; 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.

1.2 **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 **Calculation of Charges.** Section 3.3.1. Calculation of Charges of the Agreement currently reads as follows:

3.3.1. Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Two Million Six Hundred Thousand Dollars and Zero Cents **(\$2,600,000.00)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

Such section is hereby amended in its entirety to read as follows:

3.3.1. Calculation of Charges. Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Two Million Six Hundred Thousand Dollars and Zero Cents **(\$6,000,000.00)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any services covered by this Agreement.

2.2 **Section 3.3.7. Grant Funded Contracts.** 3.3.1. Reserved (Grant Funded Contracts) of the Agreement currently reads as follows:

3.3.7. Reserved (Grant Funded Contracts).

Such section is hereby amended in its entirety to read as follows:

3.3.7. Grant Funded Contracts.

(a) **Grant Terms.** The funding for this Agreement may be provided in full or in part by a Federal or State Grant to City. As part of the terms of receiving the funds, City is required to incorporate some of the terms into this Agreement ("Grant Terms"). The Grant Terms will be attached to each Purchase Order issued against this Agreement. To the extent that any Grant Term is inconsistent with any other provisions of this Agreement such that Contractor is unable to comply with both the Grant Term and the other provision(s), the Grant Term shall apply.

(b) **Disallowance.** If Contractor requests or receives payment from City for Services, reimbursement for which is later disallowed due to Contractor's non-compliance with the Grant Terms, Contractor shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other agreement between Contractor and City.

(c) **Subgrantees.** Contractor shall insert each Grant Term into each lower tier subcontract. Contractor is responsible for compliance with the Grant Terms by any subcontractor, lower-tier subcontractor or service provider.

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 **Section 4.2 Personnel.** *Section 4.2 of the Agreement is replaced in its entirety to read as follows:*

4.2 Qualified Personnel. Contractor represents and warrants that it is qualified to perform the Services required by City, and that all Services will be performed by competent personnel with the degree of skill and care required by current and sound professional procedures and practices. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit sufficient resources for timely completion within the project schedule

3.2 **Section 10.15 Public Access to Nonprofit Records and Meetings.** *Section 10.15 of the Agreement is replaced in its entirety to read as follows:*

10.15. Nonprofit Contractor Requirements.

10.15.1. Good Standing. If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

10.15.2. Public Access to Nonprofit Records and Meetings. If Contractor is a nonprofit organization; provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries); and receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

Article 4 Effective Date

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

Article 5 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.

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

CITY

Recommended by:

DocuSigned by:



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Lorna Walker

Procurement Manager

Office of Contract Administration

CONTRACTOR

Universal Protection Service, LP, dba:

Allied Universal Security Services

DocuSigned by:



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Christian Arno

Regional Vice President

City Supplier number: 0000025762

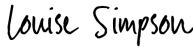
Approved as to Form:

David Chiu

City Attorney

DocuSigned by:

By:



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Louise Simpson

Deputy City Attorney

Approved:

Sailaja Kurella

Director of the Office of Contract
Administration and Purchaser

DocuSigned by:

By:



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Taraneh Moayed

Appendix B
Calculation of Charges

Weekdays/Weekends	Shift Hours	% Markup Over Prevailing Wage	No. of Guards per Shift
Building 5 Lobby	0600-1400 (M-F)	73.23%	5
	1400-2200 (M-F)	73.23%	3
Building 5 Lobby Weekends	0730-1700 (Sat-Sun)	73.23%	2
Urgent Care	0600-1400 (M-Sun)	73.23%	1
	1400-2200 (M-Sun)	73.23%	1
Relief Officer/Shift Supervisor	0800-1600 (M-Sun)	73.23%	1
	1600-2400 (M-Sun)	73.23%	1
	0001-0800 (M-Sun)	73.23%	1
Hospital Lobby - Building 25	0800-1600 (M-Sun)	73.23%	1
	1600-2400 (M-Sun)	73.23%	1
	0001-0800 (M-Sun)	73.23%	1
Building 80 & 90	0800-1600 (M-F)	73.23%	2
Building 9 Occupational Health Service	0630-1530 (M-F)	73.23%	2
Building 9 Occupational Health Service	0630-1900 (Tuesday)	73.23%	2
Holidays	Shift Hours	% Markup Over Prevailing Wage	No. of Guards per Shift
Building 5 Lobby	0600-1400	73.23%	1
	1400-2200	73.23%	1
Urgent Care	0600-1400	73.23%	1
	1400-2200	73.23%	1
Relief Officer/Shift Supervisor	0800-1600	73.23%	1
	1600-2400	73.23%	1
	0001-0800	73.23%	1
Hospital Lobby - Building 25	0800-1600	73.23%	1
	1600-2400	73.23%	1
	0001-0800	73.23%	1
As-Needed Weekdays/Weekends	% Markup Over Prevailing Wage		
Day Shift	72.23%		
Evening Shift	72.23%		
Overnight Shift	72.23%		
As-Needed Holidays			
Day Shift	72.23%		
Evening Shift	72.23%		
Overnight Shift	72.23%		

Castro Mission Health Center - Weekdays	Shift Hours	% Markup Over Prevailing Wage	No. of Guards per Shift
Day Shift	0730 - 1530	72.23%	2
Overtime	1530 - 1730	72.23%	2