

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

Second Amendment

THIS **SECOND** AMENDMENT (“Amendment”) is made as of **September 1, 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 update the shift schedule and increase the contract amount; 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 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 \$17,000,000.00 and the individual duration of which cannot exceed 2 years and 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, as amended by the:

First Amendment, dated March 20, 2024, and

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 **Article 3. Financial Matters** is modified as follows:

(a) The following section currently reads as follows:

(i) **3.3.1. Calculation of Charge.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately 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 Six Million 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.

(b) **Such section is hereby amended in its entirety to read as follows:**

(i) **3.3.1. Calculation of Charge.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediately 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 Nine Million Nine Hundred Ninety-Four Thousand Dollars and Zero Cents (\$9,994,000.00). 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 **Appendix B-1.** Appendix B is hereby replaced in its entirety by Appendix B-1, attached to this Amendment and fully incorporated within the Agreement. To the extent the Agreement refers to Appendix B in any place, the true meaning shall be Appendix B-1, which is a correct and updated version.

Article 3 Reserved

Article 4 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 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.

[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:
 10/3/2024
9041EC4D1516452
Lorna Walker
Procurement Manager
Office of Contract Administration

CONTRACTOR

Universal Protection Service, LP, dba:
Allied Universal Security Services

DocuSigned by:
 10/3/2024
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Christian Arno
Regional Vice President

Approved as to Form:


City Supplier number: 0000025762

David Chiu
City Attorney

DocuSigned by:
By:  10/8/2024
BD54168A4C3B452...
Louise Simpson
Deputy City Attorney

Approved:

Sailaja Kurella
Director of the Office of Contract
Administration and Purchaser

DocuSigned by:
By:  10/8/2024
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Taraneh Moayed

Attached Appendices: B-1 (Calculation of Charges dated September 1, 2024)

Appendix B-1**Calculation of Charges dated September 1, 2024**

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
	0730-1730 (Sat-Sun)	73.23%	2
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	0600-1400 (M-Sun)	73.23%	3
	1400-2200 (M-Sun)	73.23%	3
	2200-0600 (M-Sun)	73.23%	3
Bridge Security Officer	0600-1400 (M-Sun)	73.23%	1
	1400-2200 (M-Sun)	73.23%	1
Building 9	0600-1400 (M-F)	73.23%	1
	0800-1600 (M-F)	73.23%	1
	1600-1900 (Tues)	73.23%	1
Building 80/90	0800-1700 (M-F)	73.23%	1
	0800-1700 (M-F)	73.23%	1
Building 5 Loading Dock Security	0001-0800 (M-Sun)	73.23%	1
	0800-1600 (M-Sun)	73.23%	1
	1600-2400 (M-Sun)	73.23%	1
Building 25 Loading Dock Security	0001-0800 (M-Sun)	73.23%	1
	0800-1600 (M-Sun)	73.23%	1
	1600-2400 (M-Sun)	73.23%	1
Building 5 Rover	0001-0800 (M-Sun)	73.23%	1
	0800-1600 (M-Sun)	73.23%	1
	1600-2400 (M-Sun)	73.23%	1
Building 25 Rover	0001-0800 (M-Sun)	73.23%	1
	0800-1600 (M-Sun)	73.23%	1
	1600-2400 (M-Sun)	73.23%	1
Psychiatric Emergency Services	0001-0800 (M-Sun)	73.23%	1
	0800-1600 (M-Sun)	73.23%	1

	1600-2400 (M-Sun)	73.23%	1
Account Manager	0800-1600 (M-F)	73.23%	1

Shift	% Markup Over Prevailing Wage
Regularly Scheduled Weekdays	72.23%
Regularly Scheduled Weekends	72.23%
Regularly Scheduled Holidays	72.23%
As-Needed Holidays	72.23%
Regularly Scheduled Weekdays	72.23%
Regularly Scheduled Weekdays	72.23%