

City and County of San Francisco
 Office of Contract Administration
 Purchasing Department
 City Hall, Room 430
 1 Dr. Carlton B. Goodlett Place
 San Francisco, CA 94102-4685



Contract Modification 5

Security Guard Services (Unarmed) – 1650 Mission Street/77 Otis Street

AI Protective Services
 ATTN: Paula Jones
 1601 Donner Avenue, Suite 2
 San Francisco, CA 94124
 E-mail: Ploam@aol.com

Date: February 1, 2012
 Buyer Name: Deirdre Darley
 Term Contract: 86130
 City Blanket No. BPSF 00003501
 Type: Indefinite quantity
 Not-to-exceed amount: \$1,000,000

The history of this contract and its modifications is as follows:

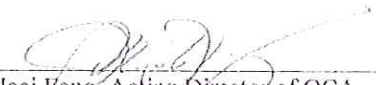
Modification	Start date	End date	Amount	Other changes
Original contract	08-04-08	08-04-11	\$1,000,000	
1	02-11-09	08-04-11	No Change	Item 1, Hourly Rate Increase: from \$18.80 to \$19.31; Item 2, Extra Guards Hourly Rate: \$19.31 1 st and 2 nd Shift \$20.76 3 rd Shift/Graveyard \$28.74 Weekend/Holiday
2	02-02-10	06-30-10	No Change	Additional Security Guard to 77 Otis Street-other entrance/exit to 1650 Mission Street
3	07-01-10 08-05-11	10-31-11 10-31-11	No Change No Change	77 Otis -- Extend Term; Increase Rates 1650 Mission -- Extend Term; Increase Rates; Add Electronic Payment; Update Contract Conditions
4	11-01-11	04-30-12	No Change	77 Otis and 1650 Mission -- Extend Term
5	No Change	No Change	No Change	3.17% Hourly Rate Increase (MCO)


This modification 5 changes the contract as follows:

- 1650 Mission and 77 Otis – Effective January 1, 2012 the hourly rates are increased by 3.17% based on an increase in the Minimum Compensation Ordinance (MCO). See Attachment A.
- “Getting Paid for Goods and/or Services from the City” is added. See Attachment A.

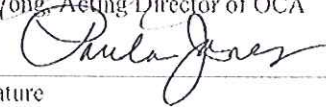
All other terms and conditions remain the same.

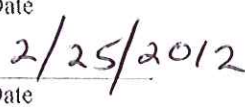
Approved by the City:


 Jaci Fong, Acting Director of OCA


 Date

Approved by Contractor:


 Signature


 Date

Name and title

PAULA JONES, DIRECTOR

Effective January 1, 2012 hourly rates are increased as follows:

Location: 1650 Mission Street

Item No.	Description	Old Rate/Hour	New Rate/Hour
1	Unarmed Guard, per Shift, Normal Service Straight Time Rate -- 24 Hour Basis, 7 Days/Wk, Holidays Included	\$19.56	\$20.18
2	Extra Guards if Required by Department		
	<i>1st Shift</i>	\$19.56	\$20.18
	<i>2nd Shift-Swing</i>	\$19.56	\$20.18
	<i>3rd Shift-Graveyard</i>	\$21.03	\$21.70
	<i>Weekend/Holiday</i>	\$29.11	\$30.03

Location: 77 Otis Street

Item No.	Description	Old Rate/Hour	New Rate/Hour
1	Extra Unarmed Guard, Normal Service, Straight Time Rate, Mon – Fri	\$19.56	\$20.18

Getting Paid for Goods and/or Services from the City section is hereby added as follows:

Getting paid for goods and/or services from the City:

1. Beginning January 2012, all City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments.

2. Electronic payments are processed every business day and are safe and secure.
3. To sign up for electronic payments, visit www.sfgov.org/ach.
4. The following information is required to sign up:
 - a. The enroller must be their company's authorized financial representative.
 - b. The company's legal name, main telephone number and all physical and remittance addresses used by the company
 - c. The company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor)
 - d. The company's bank account information, including routing and account numbers

If you have questions, please email: ACH.Support@sfgov.org

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Contract Modification 4
Security Guard Services (Unarmed) – 1650 Mission Street/77 Otis Street

A1 Protective Services
 ATTN: Paula Jones
 1601 Donner Avenue, Suite 2
 San Francisco, CA 94124
 E-mail: Ploann@aol.com

Date: 08-30-11
 Buyer Name: Deirdre Darley
 Term contract: 86130
 City Blanket No. BPSF 00003501
 Type: Indefinite quantity
 Not-to-exceed amount: \$1,000,000


The history of this contract and its modifications is as follows:

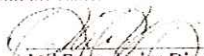
Modification	Start date	End date	Amount	Other changes
Original contract	08-04-08	08-04-11	\$1,000,000	
1	02-11-09	08-04-11	No Change	Item 1, hourly rate increase: From \$18.80 to \$19.31; Item 2, Extra guards hourly rate: \$19.31 1 st and 2 nd Shift \$20.76 3 rd Shift/Graveyard \$28.74 Weekend/Holiday
2	02-02-10	06-30-10	No Change	An additional Security Guard to 77 Otis Street-other entrance.exit to 1650 Mission Street
3	07-01-10 08-05-11	10-31-11 10-31-11	No Change No Change	77 Otis – Extend Term; Increase Rates 1650 Mission – Extend Term; Increase Rates; add Electronic Payment; Update contract conditions
4	11-01-11	04-30-12	No Change	77 Otis and 1650 Mission – Extend Term

This modification 4 changes the contract as follows:

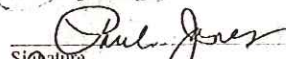
- 77 Otis and 1650 Mission – It extends the contract from November 1, 2011 through April 30, 2012 unless the City awards a new contract prior to the end of this contract term.
- Updates General Condition 29 "Contract Term". See Attachment A.

All other terms and conditions remain the same.

Approved by the City: 


 Jaci Fong, Acting Director of OCA _____
 Date 8/21/11

Approved by Contractor:


 Signature _____
 Date 9-1-11
 Name and title PAULA JONES, Director

Sign and return one original. The duplicate original is for your files.

P-280 (11/20/09)

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 Purchasing Department
 City Hall, Room 430
 1 Dr. Carlton B. Goodlett Place
 San Francisco, CA 94102-4685



Contract Modification 3

Security Guard Services (Unarmed) – 1650 Mission Street/77 Otis Street

A1 Protective Services
 ATTN: Paula Jones
 1601 Donner Avenue, Suite 2
 San Francisco, CA 94124
 E-mail: Ploann@aol.com

Date: 07-21-11
 Buyer Name: Deirdre Darley
 Term contract: 86130
 City Blanket No. BPSF 00003501
 Type: Indefinite quantity
 Not-to-exceed amount: \$1,000,000

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	08-04-08	08-04-11	\$1,000,000	
1	02-11-09	08-04-11	N/C	Item 1, hourly rate increase: From \$18.80 to \$19.31; Item 2, Extra guards hourly rate: \$19.31 1 st and 2 nd Shift \$20.76 3 rd Shift/Graveyard \$28.74 Weekend/Holiday
2	02-02-10	06-30-10	N/C	An additional Security Guard to 77 Otis Street-other entrance.exit to 1650 Mission Street
3	07-01-10 08-05-11	10-31-11 10-31-11	N/C N/C	77 Otis -- Extend Term; Increase Rates 1650 Mission -- Extend Term; Increase Rates; add Electronic Payment; Update contract conditions

This modification 3 changes the contract as follows:

- 77 Otis Street -- It extends the contract from July 1, 2010 through October 31, 2011.
- 1650 Mission Street -- It extends the contract from August 5, 2011 through October 31, 2011.
- It increases all guard hourly rates by 1.3% due to an increase in MCO effective July 1, 2011.
- Adds Electronic Payment Section. See Attachment A.
- Updates and replaces various contractual conditions. See Attachment A.

All other terms and conditions remain the same.

Approved by the City:

Jaci Fong, Acting Director of OCA

8/4/11
Date

Approved by Contractor:

Signature

8/5/11
Date

Name and title

PAULA JONES

Sign and return one original. The duplicate original is for your files.

P-280 (11/20/09)

Prices have increased by 1.3% effective July 1, 2011 as indicated below:

DESCRIPTION	LOCATION	Old Rate Per Man Hour	Increase	New Rate Per Man Hour
Straight Time	1650 Mission & 77 Otis	\$ 19.31	\$ 0.25	\$ 19.56
Extra Guard - 1st Shift	1650 Mission	\$ 19.31	\$ 0.25	\$ 19.56
Extra Guard - 2nd Shift	1650 Mission	\$ 19.31	\$ 0.25	\$ 19.56
Extra Guard - 3rd Shift	1650 Mission	\$ 20.76	\$ 0.27	\$ 21.03
Extra Guard - Weekend/Holiday	1650 Mission	\$ 28.74	\$ 0.37	\$ 29.11

Electronic Payment Section is added as follows:

Electronic payment. The City and County of San Francisco (City) uses Bank of America's PayMode-X system to pay invoices **electronically** and **not by check** whenever possible. The City makes PayMode-X payments every business day, but prints and mails paper checks only one day a week. So the City encourages you – and it is greatly to your benefit – to enroll in PayMode-X now.

There is no cost to you to enroll in PayMode-X, and you get the same information electronically from PayMode-X that you would get on the City's check stub.

For more information, please visit the Controller's website at:

<http://sfcontroller.org/index.aspx?page=85>

If you have questions, please call:

Steve W. Lee, Controller's Office

(415) 554-7591

General Condition 29 has been revised and is hereby replaced in its entirety to read as follows:

29. Contract Term. The contract period shall be for thirty-nine (39) months. The initial term of this Contract is the period from award execution date, approximately August 4, 2008, or the above-stated term date, whichever is later, through the last day of the month of a 39 consecutive month period.

General Condition 53 has been revised and is hereby replaced in its entirety to read as follows:

53. Minimum Compensation Ordinance ("MCO")

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Contractor.

c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.

d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.

e. The City is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor

f. Contractor's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.

g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails

to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.

i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

General Condition 54 has been revised and is hereby replaced in its entirety to read as follows:

54. Requiring Health Benefits for Covered Employees. Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(e) of the HCAO, it shall have no obligation to comply with part (a) above.

c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set

forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.

e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.

h. Contractor shall keep itself informed of the current requirements of the HCAO.

i. Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

j. Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least ten business days to respond.

k. Contractor shall allow City to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.

l. City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.

m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

Apr. 16. 2010 2:36PM

City and County of San Francisco
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Purchasing Department
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685



Contract Modification 2

Security Guard Services ("Unarmed") for 1650 Mission Street

A1 Protective	Date	March 30, 2010
Attn: Paula Jones	Buyer Name:	Gloria Lucas-Davis
1601 Donner Avenue, Suite 2	Term contract	No. 86130
San Francisco, CA 94124-3277	City Blanket No.	BPSF 03501
ploann@aol.com	Type:	Indefinite quantity
	Not-to-exceed amount:	\$1,000,000

The history of this contract and its modifications is as follows:

Modification	Start date	End date	Amount	Other changes
Original contract	08/04/08	08/04/2011	\$1,000,000	
1	02/11/09	08/04/11		Item 1, hourly rate increase: From \$18.80 to \$19.31 Item 2, Extra guards hourly rate: \$19.31 1 st Shift \$19.31 2 nd Shift \$20.76 3 rd Shift / Graveyard \$28.74 Weekend /Holiday
2	02/02/10	06/30/10		An additional Security Guard to 77 Otis Street - other entrance / exit to 1650 Mission Street

This modification 2 changes the contract as follows:

The following condition has been added to the contract: An additional Security Guard to 77 Otis Street - other entrance / exit to 1650 Mission Street from February 2, 2010 to June 30, 2010. See Attachment A.

All other terms and conditions remain the same.

Approved by the City:

Naomi Kelly

Naomi Kelly, Director of OCA and Purchaser

4-15-10

Date

Approved by Contractor:

Paula Jones

Signature

4-16-10

Date

Name and title

PAULA JONES, OWNER

Please sign and return one original. The second original is for your records.

Sign and return one original. The duplicate original is for your files.

P-280 (2-09-09)

BPSF00003501 / TC86130 - 1650 Mission / 77 Otis

	Calendar 2008	Calendar 2009	Calendar 2009	Calendar 2010	Proj Increase	% +/-
July	\$52,600.74		\$54,354.41			
August	\$32,480.40		\$45,347.91			
September	\$14,997.20		\$50,110.10			
October	\$91,296.93		\$47,435.06			
November	\$72,596.93		\$28,748.16			
December	\$50,525.53		\$53,580.43			
January		\$33,366.21		\$18,722.90		
February		\$39,713.93		\$69,379.64		
March		\$62,166.25		\$33,462.31		
April		\$30,940.56		\$30,940.56	\$34,339.12	10.98%
May		\$58,115.61		\$58,115.61	\$61,205.21	5.32%
June		\$40,444.36		\$40,444.36	\$43,842.92	8.40%

@ 8 hrs per day:
 \$19.31 / hr = \$154.48 / day = \$3398.56 / 22 days
 \$19.31 / hr = \$154.48 / day = \$3089.60 / 20 days
 \$19.31 / hr = \$154.48 / day = \$3398.56 / 22 days

Fiscal 2009 **\$579,244.65**

Fiscal 2010 **\$401,140.92** CTD

\$530,641.45 *Projected w/o Extra Guard @ 77 Otis St*

\$540,528.17 *Projected w) Extra Guard @ 77 Otis St*

Life of IC:

Fiscal 09-10 **\$980,385.57** CTD

\$1,109,886.10 *Projected without Extra Guard @ 77 Otis St*

\$1,119,772.82 *Projected with Extra Guard @ 77 Otis St*

0.89% increase

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 Office of Contract Administration
 Purchasing Department
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 San Francisco, CA 94102-4685



Contract Modification 1

Security Guard Service ("Unarmed") for 1650 Mission Street

A1 Protective
 Attn: Paula Jones
 1601 Donner Avenue, Suite 2
 San Francisco, CA 94124-3277

Date: February 11, 2009
 Buyer Name: Mike Ward
 Term Contract: No. 86130
 Type: Indefinite quantity
 Not to exceed amount: \$ 502,000

The history of this contract and its modifications is as follows:

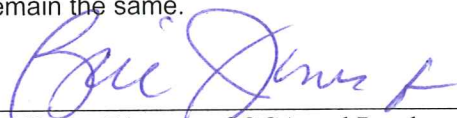
Modification	Start date	End date	Amount	Other changes
Original contract	8/4/08	8/4/2011	\$18.80 (rate per hour)	
1			\$19.31 (rate per hour)	Item 1, hourly rate increase
			New extra guards hourly rate	
			\$19.31 1 st . Shift	Item 2, hourly rate increase
			\$19.31 2 nd . Shift	
			\$20.76 3 rd Shift Graveyard	
			\$28.74 Weekend /Holiday	

This modification 1 changes the contract as follows:

Increases the shift and extra guard hourly rate due to a MCO Hourly increase of \$.51/hr. effective January 1, 2009.

All other prices, terms, and conditions remain the same.

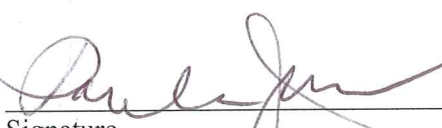
Approved by the City:




 Naomi Kelly, Director of OCA and Purchaser

2-23-09
 Date

Approved by Contractor:



 Signature


 Name and title

2/28/09
 Date

Sign and return one original. The duplicate original is for your files.