

RFP LA Security Services

Q & A

October 6, 2020

1. Who is the current supplier? We will need to receive a union seniority list from them.
The current supplier is AlliedUniversal.
2. Given that a seniority list will not be received until up to 48 hours after being requested and we do not know who the current supplier is yet, would the State Bar be extending the proposal deadline?
There is no submission deadline extension.
3. Are you being billed for any equipment etc.?
The State Bar is not being billed for any equipment.
4. Please clarify all equipment that security contractor is to provide (e.g. PPE, radios, cell phones, flashlights, etc.).
Please see section II.H of the RFP.
5. What is your annual turnover rate for security guards?
The annual turnover rate for security guard is 10%.
6. Will site visits be allowed prior to RFP submission?
Due to COVID, we do not allow site visits. However, you may peruse the perimeter of the site.
7. Please provide the current contract.
Current contract is attached to this document beginning on page 3.
8. Please provide the current bill rate for each position.
Please refer to the contract.
9. Please provide the current wages for each position?
Please see attachment A Itemized Cost Proposal column F, rows 10-19.
10. What is the estimated annual value of this contract?
The estimated annual value of the contract in 2020 is \$530,000.00.
11. Why is the contract currently out to bid?
To comply with our procurement policy, the contract is set out to bid this year for services to commence 1/1/2021.
12. Do the incumbent personnel meet the statement of work qualification standards (e.g. education, experience, training, etc.)?
Yes, the current personnel meet the statement of work qualification standards.

13. Cell A5 of the Itemized Cost Proposal states, "... As incurred. Medical, Sick, Bereavement, Holidays..." Please confirm that these fringe benefits are billed separately from the hourly billed rate?
Fringe benefits are invoiced as incurred using the billed rate. Medical benefit is not included in the bill rate. It is invoiced as incurred using the amount assigned by the vendor's insurance company, and as elected by each staff.
14. Will contractor be able to bill anything separately (e.g. medical benefits, vacation, additional training, etc.)?
See question 13.
15. Are medical benefits included in the bill rate or direct billed? If direct billed, what is the current rate?
Medical benefit is not included in the bill rate. It is invoiced as incurred using the amount assigned by the vendor's insurance company, and as elected by each staff. The current medical rate is approximately \$724.00.
16. How many hours is client/site orientation training and in what format is it provided?
Please see section II.G of the RFP.
17. Will you accept exceptions to the terms and conditions outlined in the RFP? If so, how should exceptions be formatted in the proposal?
You may submit your request for exceptions to the terms and conditions outlined in the RFP by inserting comment next to the specific terms and conditions on the RFP document in your submission package.

CONTRACTOR SERVICES AGREEMENT

This Contractor Services Agreement PO #150833 ("CSA") is made and entered into by and between Universal Protection Services, a California Limited Partnership ("Contractor"), having its principal place of business at 639 Wilshire Boulevard, Los Angeles, CA 90017, and The State Bar of California (the "State Bar") having its principal place of business at 180 Howard Street, San Francisco, California, 94105.

BACKGROUND

This CSA governs the State Bar's engagement of Contractor to provide the services and prepare and deliver the deliverables as contemplated by statement(s) of work (collectively, the "Deliverables," and all services to be provided by Contractor hereunder, the "Services"). The General Terms and Conditions are incorporated into this CSA and set forth herein. The Services, including any incidental deliverables, to be provided by Contractor will be detailed in one or more Statements of Work ("SOW") to be agreed to by the parties in writing. The Services to be provided pursuant to the SOW(s) and this CSA are sometimes referred to herein as the "Project".

CSA DOCUMENTS

The parties agree to be bound by this CSA, which consists of this Signature Page, the General Terms and Conditions, and the applicable Exhibits indicated below:

- Exhibit A (Statement of Work); Exhibit A-1 (Fees and Payment Terms); Exhibit A-2 (Pay and Bill Rates)
- Exhibit B (Insurance)
- Exhibit C (Accessibility Standards in Procurement)
- [Add other Exhibits as may be necessary]

The Parties have executed and delivered this CSA as of the last date of signature below.

THE STATE BAR OF CALIFORNIA,
a public corporation.

By: Leah T. Wilson
Name: Leah T. Wilson
Title: COO
Date: 1/29/16

and
By: _____
Name: _____
Title: _____
Date: _____

UNIVERSAL PROTECTION SERVICES,

By: [Signature]
Name: Steve Claton
Title: President
Date: 1/14/16
Tax Payer Identification or SSN No.:
33-0973846

GENERAL TERMS AND CONDITIONS

The following terms and conditions are incorporated into the CSA executed by and between Contractor and the State Bar.

SECTION 1 SERVICES; STATEMENTS OF WORK

The parties will execute a written statement of work ("SOW") for the initial Services and an additional SOW for each additional engagement of Contractor (if any) to provide Services. Each SOW will specify: (a) the Services to be provided by Contractor; (b) any documentation or other support to be furnished by the State Bar; (c) the start date, termination date, and delivery schedule for providing Services; (d) any related deliverables, documentation, and/or other support services; and (e) the professional fees to be paid for the Services. Neither party will be obligated to enter into any SOW. Each SOW that references this CSA will be subject to the terms and conditions of this CSA and will be substantially in the form of the SOW set forth in Exhibit A.

SECTION 2 TERM AND TERMINATION

2.1 **Term.** The term ("Term") of this CSA will commence on the effective date as set forth in the SOW ("Effective Date") and continue until the earlier of: (a) the successful completion of all Services and the State Bar's acceptance of all Deliverables pursuant to Section 3 and, if applicable, the SOW; or (b) termination in accordance with Section 2.2.

2.2 Termination.

- (a) The State Bar may terminate this CSA, in its sole discretion, without cause and for any reason upon seven (7) days' written notice to Contractor, such termination effective upon the State Bar's delivery of such termination notice. Contractor's sole compensation will be for that portion of the Services performed to the date of termination, together with reimbursable expenses to the extent authorized by the State Bar pursuant to Section 4.3 of this CSA.
- (b) This CSA will terminate automatically in the event of: (i) the bankruptcy or insolvency of either party, or (ii) the death or incapacity of Contractor.
- (c) Without limiting any of the rights specified in this Section 2.2, either party may terminate this CSA (the "Terminating Party") if the other party is in breach of a material

obligation arising under this CSA and fails to cure that breach within fifteen (15) days following the Terminating Party's written notice of its intention to exercise its rights under this Section 2.2(c).

- (d) If the Term extends beyond the fiscal year in effect when this CSA was entered into by the parties, Contractor acknowledges that continuation of this CSA may be subject to approval of the State Bar's annual funding through the state legislative process. In such event, if funds to effect the continuation of the Term are not appropriated, Contractor will commence and perform, with diligence, all actions necessary on its part to effect the termination of this CSA on the date specified by the State Bar's Authorized Representative and to minimize the liability of Contractor and the State Bar to third parties as a result of termination, including, without limitation, accepting the return from the State Bar of any affected equipment, products, software or hardware furnished under this CSA, and ceasing performance of the Services as directed by the State Bar's Authorized Representative without any further obligation on the part of the State Bar.

SECTION 3 PREPARATION AND ACCEPTANCE

3.1 **Preparation of Deliverables and/or the Services.** Without limiting any provision of any SOW, Contractor must prepare the Deliverables until they are completed to the reasonable satisfaction of the State Bar's authorized representative as set forth in the SOW (the "State Bar's Authorized Representative"). Contractor must devote sufficient work, time and other resources to the preparation of the Deliverables and the execution of the Services so that they may be submitted to the State Bar's Authorized Representative within the time required by the applicable SOW.

3.2 **Time is of the Essence.** With respect to Contractor's delivery of the Deliverables and Services, time will be of the essence unless otherwise specified in the SOW.

3.3 **Acceptance of Deliverables.** Contractor acknowledges and agrees that such submissions must be subject to approval and acceptance by the State Bar's Authorized Representative, and that, if any such submissions are not accepted by the State Bar's Authorized Representative, whether in whole or in part, Contractor will correct any deficiencies to such

submission identified by the State Bar's Authorized Representative. Contractor will perform any additional work to correct deficiencies in accordance with the terms and scope of work in the SOW. The State Bar will have no obligation to pay any compensation to Contractor in excess of the amount specified in the SOW on account of the performance of any additional work related to that Deliverable pursuant to this Section 3.3 (Acceptance of Deliverables).

SECTION 4 CONTRACT AMOUNT AND PAYMENT TERMS

4.1 For Services satisfactorily rendered pursuant to the terms and conditions of this CSA, the State Bar will pay Contractor the amounts specified in the applicable SOW. Payment will be based on the charges and expenses described in the SOW, will be subject to the approval of Contractor's invoices by the State Bar's Authorized Representative, and may not be submitted more frequently than monthly. The State Bar will render payment on a thirty (30) day net basis.

4.2 Contractor must prepare and deliver to the State Bar invoices for payment which include at least the following information: (a) the date(s) upon which Services were performed; (b) a summary description of Services performed; (c) if Contractor is to be paid on an hourly basis, the total number of hours incurred for each date worked; (d) detailed descriptions of cost reimbursements sought for the time period; and (e) such additional information as may be specified in the SOW. Each invoice submitted must reference the appropriate State Bar purchase order number.

4.3 Provided that expense reimbursement is authorized in the applicable SOW, the State Bar will reimburse Contractor only for reimbursable, out-of-pocket expenses substantiated to the satisfaction of the State Bar in accordance with the State Bar's Travel Expense policy which can be found at <http://cc.calbar.ca.gov/Portals/11/documents/Travel-Expense-Con.pdf>.

SECTION 5 STAFFING

5.1 No Assignment, Subcontracting, Delegation or Transfer.

(a) Contractor may not assign, subcontract, delegate or otherwise transfer any of the rights, duties or obligations of this CSA to any third party without the prior written consent of the State Bar and compliance with the requirements set forth in Section 5.1(b) below.

(b) Conditions Precedent for Contractor to Subcontract the Services. Contractor may

retain independent contractors to furnish Services and access Confidential Information (as defined in Section 7.1) only in accordance with this Section 5.1(b) (hereinafter referred to as "Subcontractors"). All Subcontractors must be approved in advance in writing by the State Bar, such approval to be granted in the State Bar's sole discretion. In advance of providing any Services or receiving any Confidential Information, all Subcontractors will execute a written agreement reasonably satisfactory to the State Bar: (i) sufficient to secure compliance by such Subcontractors with the obligations of confidentiality concerning Confidential Information as set forth in Section 7 of this CSA; (ii) in accordance with Section 6 (Rights in Work Product), acknowledging Subcontractor's obligation to transfer and/or assign any rights, title, and interest to all materials and Work Product in connection with performance hereunder; and (iii) effecting assignments of all Intellectual Property Rights concerning the Work Product, including the Deliverables to the State Bar as specified in Section 6. The State Bar, upon request, may review such agreements at any time before or after execution by such Subcontractors to ensure compliance with this CSA.

5.2 Assignment of Personnel. Contractor must have control of its employees and Subcontractors (if any) (individually and collectively, "Personnel") it assigns to the work of the Project; provided, however, that if the State Bar becomes dissatisfied with the performance of any of Contractor's Personnel providing Services, the State Bar may notify Contractor of the details of the unsatisfactory performance and the parties will cooperate to remedy the problem as soon as reasonably possible. If the State Bar makes such a request, Contractor will use its best efforts to reassign any Personnel who are the subject of the State Bar's dissatisfaction and instead attempt to provide Services through replacement Personnel. Services performed under the terms of this CSA will be performed at the State Bar's offices, Contractor's offices, or at other locations as specified in the SOW(s).

5.3 Contractor's Project Liaison. In the applicable SOW, Contractor must designate an employee of sufficient management rank to act as its representative in dealing with the State Bar ("Contractor's Project Liaison"). Contractor's Project Liaison must represent Contractor and have responsibility for ensuring that Contractor performs its obligations under this CSA and the SOW and for communicating with the State Bar regarding Project

status and issues. Contractor must use reasonable efforts to minimize changing the person who is serving as the Contractor's Project Liaison during the Term.

SECTION 6 RIGHTS IN WORK PRODUCT

6.1 **Intellectual Property Rights Defined.** For purposes of this CSA, the term "**Intellectual Property Rights**" means know-how, inventions, patents, patent rights, and registrations and applications, renewals, continuations and extensions thereof, works of authorship and art, copyrightable materials and copyrights (including, but not limited to, titles, computer code, designs, themes, concepts, artwork, graphics and visual elements, and methods of operation, and any related documentation), copyright registrations and applications, renewals and extensions therefore, mask works, industrial rights, trademarks, service marks, trade names, logos, trademark registrations and applications, renewals and extensions therefore, derivative works, trade secrets, rights in trade dress and packaging, publicity, personality and privacy rights, rights of attribution, paternity, integrity and other similarly afforded "moral" rights, and all other forms of intellectual property and proprietary rights recognized by the U.S. laws, and other applicable foreign and international laws, treaties and conventions.

6.2 **Work Product.** Contractor recognizes and agrees that all right, title and interest, including all Intellectual Property Rights, which may be prepared, procured or produced in whole or in part in, or resulting from, the Services rendered by Contractor or Subcontractors pursuant to this CSA, including, without limitation, any and all Deliverables, (collectively referred to as "Work Product") will be owned by the State Bar. To ensure that the Work Product becomes the sole property of the State Bar, in consideration of the mutual promises contained in this CSA, Contractor hereby agrees to transfer, in perpetuity, to the State Bar all of the right, title and interest in the Work Product, in the United States of America and throughout the world, and agrees to assign any and all renewals and extensions of each such copyright that may be secured under the laws now or hereafter pertaining; and Contractor will execute at the State Bar's expense, all documents reasonably required to perfect the foregoing rights in the State Bar. In the event Contractor fails to execute any documents, Contractor appoints the State Bar as its attorney-in-fact to execute such documents on Contractor's behalf. Contractor hereby waives and/or transfers any and all moral rights, including without limitation any right to identification of authorship or limitation on subsequent modification that Contractor (or its employees, agents or consultants) has or may have in the Work Product or any part thereof.

6.3 **No Transfer of Title in and to Contractor's Pre-Existing IP.** Notwithstanding the foregoing, the State Bar acknowledges that independent of this CSA, Contractor has created, acquired or otherwise has rights in and may, in connection with the performance of this CSA, employ certain intellectual property, including, without limitation, various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques (collectively, "**Pre-Existing IP**"). The State Bar and Contractor intend that title in and to such Pre-Existing IP remain vested in Contractor, provided however, that to the extent that Deliverable incorporates any Pre-Existing IP, Contractor hereby grants to the State Bar a world-wide, non-exclusive, fully paid-up, royalty-free, perpetual, irrevocable right and license to use such Pre-Existing IP as incorporated into such Deliverable to enable the State Bar to have full use of such Deliverable as contemplated by this CSA, including, without limitation, the right to run, execute, copy, modify, create derivative works, display, distribute and sublicense such rights.

6.4 **Third Party Materials.** As used in this CSA, "**Third Party Materials**" means proprietary third party materials which are incorporated into the Deliverables. All Third Party Materials are the exclusive property of their respective owners. Contractor must inform the State Bar of all Third Party Materials that may be required to perform the Services or otherwise integrated into the Deliverables. Under such circumstances Contractor will inform the State Bar of any need to license and unless otherwise provided for by the State Bar, Contractor will obtain the license(s) necessary to permit the State Bar's use of the Third Party Materials consistent with the usage rights granted herein. In the event Contractor fails to properly secure or otherwise arrange for any necessary licenses or instructs the use of Third Party Materials, Contractor hereby indemnifies, saves and holds harmless the State Bar from any and all damages, liabilities, costs, losses or expenses (including reasonable attorney's fees and costs) arising out of any claim, demand, or action by a third party arising out of Contractor's failure to obtain copyright, trademark, publicity, privacy, defamation or other releases or permissions with respect to materials included in the Deliverables.

SECTION 7 CONFIDENTIALITY

7.1 **Confidentiality Obligations.** "**Confidential Information**" means all information identified in written or oral format by the State Bar as confidential, a trade secret or proprietary information, including without limitation, membership or applicant records, data, non-public information pertaining to financial, personnel, or the activities, business or operations of

the State Bar. Contractor will not disclose Confidential Information to any third party other than persons in the direct employ of Contractor or Subcontractors who have a need to have access to and knowledge of the Confidential Information solely for the purpose of carrying out Contractor's duties under this CSA. Contractor must take appropriate measures by instruction and agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. Confidential Information does not include information which: (a) Contractor can demonstrate was rightfully in possession of or known to Contractor without any obligation of confidentiality prior to receiving it from the State Bar; (b) is, or subsequently becomes, legally and publicly available without breach of this CSA; (c) is rightfully obtained by Contractor from a source other than the State Bar without any obligation of confidentiality; or (d) is disclosed by Contractor under a valid order created by a court or government agency, provided that Contractor provides prior written notice to the State Bar of such obligation and the opportunity to oppose such disclosure. Upon written demand of the State Bar, Contractor will cease using the Confidential Information and return the Confidential Information and all copies, notes or extracts thereof to the State Bar within ten (10) days of receipt of notice. The parties agree that this Section applies retroactively to all disclosures made by the State Bar prior to the execution of this CSA, and that the terms and conditions herein supersede any prior non-disclosure and confidentiality agreement previously entered into by the parties.

7.2 Injunctive Relief. Contractor hereby acknowledges and agrees that in the event of any breach of this CSA by Contractor, including, without limitation, the actual or threatened disclosure or unauthorized use of Confidential Information in violation of this CSA, the State Bar will suffer an irreparable injury, such that a remedy at law will not afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, Contractor hereby agrees that the State Bar will be entitled, upon proper showing of probable risk of such injury, to seek specific performance of Contractor's obligations under this CSA and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief will be in addition to and not in lieu of any appropriate relief in the way of monetary damages as may be granted by a court of competent jurisdiction.

7.3 No Publicity. Without the State Bar's prior written consent, Contractor may not issue any public announcements concerning the State Bar, including, without limitation, referencing the State Bar on Contractor's website or other publicity or promotional

materials.

SECTION 8 INDEMNIFICATION

8.1 Indemnification by Contractor. Contractor will indemnify, defend and hold harmless the State Bar, including its Board of Trustees, directors, officers, agents, and employees (as the same may be constituted from time to time and hereinafter referred to "State Bar Indemnified Party (or Parties)") from and against any and all claims, demands, damages, judgments, debts, liabilities, losses, obligations, costs, expenses, liens, actions or causes of action (including but not limited to reasonable attorneys' fees, costs and expenses), whether or not litigation is actually commenced, arising out of: (a) the material breach by Contractor of any warranty, representation, term or condition made or agreed to by Contractor; (b) all products and services prepared by or for Contractor hereunder and provided to the State Bar; (c) any claim or action for personal injury, death or otherwise involving alleged defects in Contractor's business or any of its products or services provided to State Bar; (d) any breach by Contractor of any statutory or regulatory obligation; (e) the actual or alleged infringement by Contractor of any Intellectual Property Rights of any person or entity; and/or (f) any act or omission of Contractor, its employees, agents or subcontractors.

8.2 Indemnification Procedures.

(a) If any third party claim is commenced against any State Bar Indemnified Party entitled to indemnification under Section 8.1, notice thereof will be given to Contractor as promptly as practicable. Contractor will immediately take control of the defense and investigation of such claim and to employ and engage attorneys reasonably acceptable to the State Bar to handle and defend the same, at Contractor's sole cost and expense. The State Bar Indemnified Party will cooperate, at the sole cost of Contractor, in all reasonable respects with Contractor and its attorneys in the investigation, trial and defense of such claim and any appeal arising therefrom; provided, however, that the State Bar Indemnified Party may, at its own cost and expense, participate, through its attorneys (including, but not limited to, its Office of General Counsel) or otherwise, in such investigation, trial and defense of such claim and any appeal arising therefrom. Contractor will not enter into a settlement of any claim that involves a remedy other than the payment of money by Contractor without the prior written consent of the State Bar. If Contractor

does not assume full control over the defense of a claim that Contractor is obligated to defend as provided in this Section 8, Contractor may participate in such defense, at its sole cost and expense, and the State Bar will have the right to defend the claim in such manner as it may deem appropriate, at the sole cost and expense of Contractor.

- (b) If any legal work reasonably necessary to the State Bar's defense as described in this Section 8 is performed by in-house counsel for the State Bar, the State Bar will determine the value of such work at a reasonable hourly rate for comparable outside counsel; provided, however, the parties hereby confirm that such fees will be recoverable with respect to legal work performed by the State Bar's in-house counsel only to the extent that such work is not duplicative of legal work performed by outside counsel paid for by Contractor and representing the State Bar in such matter.

8.3 Enforcement of this Provision. Contractor will be liable to the State Bar for all costs (including but not limited to reasonable attorneys' fees, costs and expenses) that may be incurred by the State Bar for the purposes of enforcing Section 8.

SECTION 9 INSURANCE

Contractor will provide insurance in the amounts and coverages specified in Exhibit B "Insurance Requirements", if attached to this CSA.

SECTION 10 REPRESENTATIONS AND WARRANTIES

10.1 Contractor represents and warrants that:

- (a) Contractor and its Personnel assigned to the Project have the expertise, experience, ability, and licenses if necessary, to perform the Services in a diligent, timely and professional manner consistent with generally accepted industry standards;
- (b) The Services will be performed in a workmanlike manner consistent with the highest industry standards of practice and appropriate for the purposes contemplated by this CSA;
- (c) (i) Contractor owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Pre-Existing IP; (ii) to the best of Contractor's knowledge, the Pre-Existing IP does not infringe the rights of any

third party, and use of the Pre-Existing IP as well as any of Contractor's Intellectual Property Rights in connection with the applicable SOW does not and will not violate the rights of any third parties; (iii) Contractor will comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials; and (iv) Contractor will comply with all laws and regulations as they relate to the Services and Deliverables; and

- (d) If any Deliverable fails to conform to the standard specified in Section 10.1, Contractor, at its sole expense, will promptly correct the defective Deliverable. This remedy is cumulative of any and all other remedies to which the State Bar may be entitled pursuant to this CSA and applicable law.

10.2 Accessibility Standards. Contractor will meet certain disability accessibility standards specified in Exhibit C "The State Bar of California Accessibility Standards in Procurement", if attached to this CSA.

10.3 Inducement. The representations and warranties in this CSA are essential inducements on which the State Bar relies in awarding and performing under this CSA.

10.4 Survival of Warranties. Contractor's representations and warranties under this CSA will survive the termination or expiration of the CSA and will remain in full force and effect throughout the useful life of the Deliverables.

SECTION 11 NO CONSEQUENTIAL DAMAGES

IN NO EVENT WILL CONTRACTOR OR THE STATE BAR, OR ITS/THEIR AFFILIATES, LICENSORS, AGENTS OR ANY OF THEIR PARTNERS, PRINCIPALS OFFICERS, TRUSTEES, DIRECTORS, EMPLOYEES OR OTHER PERSONNEL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, EXPENSES, OR LOSSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS) EVEN IF CONTRACTOR OR THE STATE BAR OR ITS/THEIR EMPLOYEES AND REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS SECTION WILL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE,

TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE.

SECTION 12 CONFLICT OF INTEREST

Contractor understands and acknowledges that the State Bar is a public corporation and, consequently, certain State Bar employees and volunteers are subject to government-mandated conflict-of-interest provisions. These provisions concern, among other things, accepting gifts or gratuities from potential contracting entities and contracting with entities owned or controlled by the State Bar, certain persons associated with the State Bar, or State Bar employees. With this understanding, Contractor may not take any action which creates a situation which would or which could appear to result in violation of the conflict-of-interest code provisions by any State Bar employee or volunteer. Further, Contractor certifies that its employees and the officers of its governing body will avoid any actual or potential conflicts of interest.

SECTION 13 COMPLIANCE WITH LAWS

Contractor must comply with all applicable laws, ordinances and regulations adopted or established by federal, state or local governmental bodies or agencies, including but not limited to the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and any applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285.0 et seq.), Americans with Disabilities Act / ADA Amendments Act of 2008, and section 508 of the Rehabilitation Act. Contractor must include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this CSA.

SECTION 14 NOTICES

Unless otherwise specifically stated in this CSA, any notices to be given by either party to the other must be in writing, and delivered either personally or by express mail, facsimile, or electronic transmission with a copy sent by regular mail to the address set forth on the signature page, addressed to the attention of the State Bar's Authorized Representative or the Contractor's Project Liaison. Each party may change its notice address by giving the other party written notice in accordance with this Section.

SECTION 15 AUDIT

The State Bar reserves the right to have an independent audit conducted of Contractor's compliance with the terms of this CSA, if the State Bar reasonably believes such audit is necessary to ensure confidentiality and or financial or program accountability or integrity.

SECTION 16 GENERAL PROVISIONS

16.1 Independent Contractors. The relationship of the parties established under this CSA is that of independent contractors. This CSA will not be construed to establish a partnership, joint venture, agency, employer-employee, or other similar relationship between the parties. Neither the State Bar nor Contractor is liable for any of the obligations or liabilities the other incurs.

16.2 Contractor Acknowledgements. Contractor further acknowledges and agrees:

- (a) The State Bar may not withhold any amount for any tax or other withholdings from any sums due Contractor under this CSA;
- (b) Unless otherwise provided in this CSA, Contractor must furnish all labor, tools, equipment and materials necessary for the performance of the Services;
- (c) Contractor has no rights under workers' compensation laws or to the coverage under the State Bar's workers' compensation plan as a result of any Services performed. Notwithstanding the extent to which any workers' compensation rights are ever determined to exist, Contractor waives, to whatever extent possible, any and all rights Contractor has or may have under workers' compensation laws and to coverage under the State Bar's workers' compensation plan; and
- (d) Contractor assumes full and sole responsibility for the payment of all compensation and expenses for its employees, including workers' compensation coverage as required, all federal, state and local income taxes, unemployment and disability insurance, Social Security and other applicable withholdings.

16.3 Entire Agreement. This CSA, including its Exhibits, supersedes any and all other agreements, either oral or written, which may exist between the parties, and contains all of the covenants and agreements between the parties as of the Effective Date. By signing below, each party acknowledges that no agreements, statements or promises outside of those expressly set forth in this CSA will be binding on the parties.

16.4 Force Majeure. Neither party will be deemed in default of this agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other

than the payment of money for services already performed or goods received) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (a) acts of God or public enemy, (b) acts of the government in either its sovereign or contractual capacity, (c) fires, (d) floods, (e) epidemics, (f) quarantine restrictions, (i) earthquakes, and j) unusually severe weather.

16.5 Jurisdiction. This CSA is deemed to have been made and entered into by the parties at San Francisco, California, and will be construed according to the laws of the State of California. Any litigation arising out of or in connection with the CSA will be filed in the appropriate court in San Francisco, California.

16.6 Waiver. No waiver of a breach, failure of any condition, or right or remedy contained in or granted by the provisions of the CSA will be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy will be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

16.7 Modifications. No amendment, alteration or variation of the terms of this CSA will be valid unless made in writing and signed by both of the parties.

16.8 Counterparts. This CSA may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which, together will constitute but one and the same instrument. Delivery of an executed counterpart of this CSA by facsimile, email or any other reliable means will be effective for all purposes as delivery of a manually executed original counterpart. Either party may maintain a copy of this CSA in electronic form. The parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means (for example, photocopy, facsimile or printed image) will in all respects be considered an original.

16.9 Titles. The titles used are not a part of this CSA and are included solely for convenience and have no bearing upon and do not in any way limit the application of the terms and conditions of this CSA.

16.10 Severability. If any provision in this CSA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

16.11 Survival. The provisions of Sections 2, 3.3, 4, 6, 7, 8, 10, 11, 14, 15, and 16 will survive the cancellation, termination or expiration of this CSA.

16.12 Disputes. Contractor will continue with his/her/its responsibilities under the CSA during any dispute.

16.13 Authority to Contract. Each party represents and warrants that it has full power to enter into and perform its respective obligations under this CSA and that the person signing this CSA has been properly authorized and empowered to enter into this CSA. Each party acknowledges that it has read, understands, and will be bound by this CSA.

EXHIBIT A
STATEMENT OF WORK
PO # 150833

This Statement of Work (“SOW”) is entered pursuant to the Contractor Services Agreement PO #150833(the “CSA”) between State Bar of California (“State Bar”) and Universal Protection Services (“Contractor”). The State Bar and Contractor may be referred to individually as “Party” and, collectively, as the “Parties”. The terms of the CSA are incorporated herein by this reference. Capitalized terms used but not otherwise defined in this SOW will have the meanings given such terms in the CSA. In the event that a conflict arises between the terms set forth in the CSA and those set forth in this SOW, the terms of this SOW will control. This SOW contains the terms and conditions applicable to the performance by Contractor of the Services described below for the State Bar:

1. Party Representatives:

<p><u>The State Bar’s Authorized Representative:</u> Name: Steve Mazer Title: Director of General Services 180 Howard Street San Francisco, CA 94105 Telephone: (415) 538-2326 Email address: steve.mazer@calbar.ca.gov</p>	<p><u>Contractor’s Project Liaison:</u> Name: Banyon Hutter Title: General Manager 639 Wilshire Boulevard Los Angeles, CA 90017 Telephone: Email address: banyon.hutter@universalpro.com</p>
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2. Term:

This SOW will commence on **January 1, 2016**, (“Effective Date”) and, unless earlier terminated as provided in the CSA, will continue until **December 31, 2018**. The State Bar may, at its sole discretion, renew this Agreement for a one (1) year period; and thereafter, at its sole discretion, for an additional one (1) year period, by giving Contractor written notice of its intent to renew at least thirty (30) days prior to the expiration date of the Agreement. Nothing herein shall impose any obligation on the State Bar to renew this Agreement for any period. In no event shall this Agreement extend beyond a five (5) year term.

3. General Description of Services and Deliverables:

Contractor must provide the following Service(s) and deliver the following Deliverables for the State Bar:

The State Bar of California is seeking uniformed, unarmed security guard services for its 5-story office building located at 845 S. Figueroa Street, Los Angeles, CA 90017. Approximately 300 State Bar Employees work in 845 S. Figueroa. The State Bar occupies four office floors, a small area on the ground floor, two loading dock areas on the ground floor, and a basement parking garage. The majority portion of the first floor is occupied by a retail tenant. On average the building receives approximately 50 visitors per day, and also hosts large meetings several times a month. The Contractor will provide uniformed, unarmed security guard services for the entire building, excluding the ground floor retail tenant and designated State Bar storage rooms.

A. Positions Defined

Because Contractors likely use different terms to describe various positions, the positions described in this RFP are defined as follows:

1. **Regular Guard:** A regular, non-exempt security guard performing standard duties.
2. **Supervising Guard:** A non-exempt security guard with additional responsibility for the on-site supervision of the regular guards.

3. Account Executive: The Contractor's senior management representative, responsible for the account with State Bar and serving as the State Bar's contact for all matters related to services provided under the contract.

B. Services Provided

Contractor shall provide all the standard security services normally associated with protecting people and property in high-rise office buildings. Services shall include, but may not be limited to, the following:

1. Implement/enforce access control policies/procedures; greet, check-in, screen, direct and escort employees, tenants, visitors and Contractors.
2. Recognize and respond to security threats or breaches.
3. Recognize and respond to emergency situations and safety hazards such as fire alarms, power outages, medical emergencies and elevator entrapments.
4. Maintain, test and operate security equipment such as x-ray machines, metal detectors, panic alarms, access card readers and radios.
5. Monitor access/alarm systems, surveillance systems, life safety systems, etc.
6. Prepare/maintain appropriate logs and reports of activities, incidents, etc.
7. Implement/enforce security procedures as described in the Post Orders.
8. Make recommendations about changes to security policies and procedures, or about appropriate responses to specific issues, based on Contractor's own expertise and accepted industry best practices.
9. Monitor and provide information about public events or other activities in the geographic area that may impact State Bar operations.

C. Post Orders

As approved by the State Bar, Contractor shall provide and maintain Post Orders, a copy of which shall be maintained at each security post. The State Bar, at its sole discretion, may change and/or amend the Post Orders at any time to accommodate its needs and/or to improve the delivery of services. The Post Orders shall include but not be limited to:

1. The policies and detailed procedures related to providing security at the site
2. Daytime and after-hours contact information for key State Bar staff; for the Contractor's site supervisor, account manager and account executive; and for others as appropriate
3. Reference information, emergency contact information and any other resources required to allow the security team to effectively respond to emergency situations

D. Uniforms & Equipment

1. Contractor shall furnish and maintain uniform, clean, pressed, and professional attire for all staff. Such attire shall be subject to approval by the State Bar and include, at a minimum: Two (2) blazers; five (5) dress slacks; five (5) long-sleeve white or blue dress shirts; three (3) ties.

2. A supervising guard will be permitted to wear his or her own clean, pressed, and professional business attire in lieu of the attire provided by the Contractor.

E. Account Executive

1. Contractor shall assign, as an account executive, a senior management representative, responsible for the account with State Bar, and serving as the State Bar's contact for all matters related to services provided under the contract.
2. The account executive will hold monthly status meetings with the State Bar, at a mutually agreed upon time.
3. The account executive will ensure that the supervising guard receive sufficient oversight, support, guidance and resources from the Contractor; will confer on a regular basis with the account manager and/or supervising guard; and will make regular scheduled and unscheduled visits to the site at least once per week. These visits will be documented and reported to the State Bar in a mutually acceptable format.
4. Contractor will provide a 24/7 telephone number through which the State Bar can contact the assigned or "on call" account executives in emergency situations.

F. In order to enable Contractor to provide the Services or Deliverables, the State Bar must:

1. The State Bar will hold monthly status meetings with the account executive, at a mutually agreed upon time.

G. Any changes to the Services or Deliverables must be reflected in a written change order signed by the parties.

4. Staffing:

Staffing Level and Schedule

Contractor shall provide a security team at the site according to the staffing plans below. The plans reflect the State Bar's current, regular staffing level and schedule at each site. Staffing levels and/or schedules may be changed at any time, temporarily or permanently, at the discretion of the State Bar.

Position/ Post	Hours Week	Usual Schedule*
Supervising Guard	40	M-F 8:15 am - 5:15 pm
Regular Guard 1/1 st floor	40	M-F 6:00 am - 3:00 pm
Regular Guard 2/2 ^{nd/3rd} floor	40	M-F 8:15 am - 5:15 pm
Regular Guard 3/3 rd floor/loading dock	40	M-F 8:15 am - 5:15 pm
Regular Guard 4/1 st floor	40	M-F 6:00 am - 3:00 pm
Regular Guard 5/swing	40	M-F 3:00 pm - 11:00 pm; ½ hour paid lunch
Regular Guard 6/grave	40	F-Wed 11 pm-7 am; ½ hour paid lunch
Regular Guard 7/relief, weekend	40	M-F 10 am - 4:15 pm; Sunday 7 am - 3 pm; ½ hour paid lunch
Regular Guard 8/rover, weekend	40	Wed 11 pm-Thurs 7 am; Thurs 11 pm-Fri 7 am;

		Sat 7 am – 3 pm; Sun-Mon 3 pm – 11 pm; ½ hour paid lunch
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*Schedule includes 1 hour unpaid lunch break, unless otherwise noted.

Staffing Considerations

The term “staff” as used below applies to regular guards, supervising guards and their substitutes. The following provisions will apply:

1. Contractor acknowledges that the quality of services provided is, in part, dependent upon the Contractor’s thorough understanding of the State Bar’s operations, employees and particular security issues. Contractor will work closely with the State Bar to select and schedule a stable team of security staff, making changes in personnel only when necessary.
2. The State Bar reserves the right to participate in the interview process and to approve or reject the assignment of Contractor’s staff to its account. The State Bar further reserves the right to remove any staff member from its account, at any time and for any reason.
3. As approved in advance by the State Bar, Contractor shall provide at least four (4) additional fully-trained substitute regular guards and one (1) additional fully-trained substitute supervising guard, who shall be available on short-notice (four hours or less) to substitute for the regularly scheduled staff as needed, and/or provide to supplemental or overtime services as requested. Contractor shall be responsible for any costs associated with training the substitute security staff. Rates billed for the substitute staff shall be at the State Bar’s contracted hourly billable rates.
4. The State Bar may wish to retain the services of individual regular guards and supervising guards who are employed by the State Bar’s current Contractors, in order to benefit from those persons’ experience and familiarity with State Bar operations. Contractor is willing and able to hire persons currently employed by another Contractor, if so desired by the State Bar.

Staff Qualifications & Training

The terms “staff” as used below applies to regular guards, supervising guards and account managers, and their substitutes. The following provisions will apply:

1. As a condition of employment, staff shall be screened according to the Contractor’s hiring requirements, and at a minimum possess a valid guard card permit as required by the State of California, and have passed background, reference, DMV and criminal record checks as conducted by the Contractor.
2. Contractor shall ensure that staff has sufficient skills necessary to provide the required services consistent with the highest professional standards in the building security industry.
3. Contractor shall provide to all staff the minimum training as required by the California Bureau of Security and Investigative Services (BSIS).
4. In addition to the minimum training required by the BSIS, Contractor shall provide to all staff, prior to assignment at the State Bar, training in the following areas:
 - a. Basic first aid and CPR
 - b. Customer service
 - c. How to deal with difficult people; de-escalation techniques
 - d. Basic report writing
 - e. Emergency Response

5. For all staff newly assigned to the State Bar, Contractor shall provide, at no cost to the State Bar, a minimum of sixteen (16) hours of orientation and training on the State Bar's facilities, operations and security procedures.
6. For all regular guards assigned to the State Bar, Contractor shall provide, at no additional cost to the State Bar, a minimum of four (4) hours per calendar quarter of supplemental training/continuing education. Training topics shall be agreed upon in advance by the State Bar and the Contractor.
7. For all supervising guards assigned to the State Bar, Contractor shall provide, at no additional cost to the State Bar, a minimum of eight (8) hours per calendar quarter of supplemental training/continuing education. Training topics shall be agreed upon in advance by the State Bar and the Contractor.
8. The supervising guard and/or account manager shall maintain training records for all staff.
9. The State Bar reserves the right to require additional/specialized training for staff assigned to its account, to be provided by the State Bar at its expense.

5. **Fees & Payment Terms:** Fees will be payable in accordance with Section 4 of the CSA. The following additional payment terms apply to this SOW [check the applicable box]:

[Option A (Other Negotiated Terms)]:

Compensation terms are per the attached "Fees and Payment Terms" (Exhibit A-1) and "Pay and Bill Rates: (Exhibit A-2).

Expenses (check the box):

Non-reimbursable
 Reimbursable

6. **Invoicing:**

All invoices must comply with Section 4 of the CSA and will be sent to the State Bar Authorized Representative.

7. **Training:** See above, Section 4, Staff Qualifications and Training.

8. **Reporting and Communication:** See above, Section 3.

9. **Additional Obligations:** See above, Section 3.

EXHIBIT A-1
Fees & Payment Terms
PO # 150833

Contractor warrants and represents that it is a party to the 6/22/13 collective bargaining agreement with the Service Employees International Union, local 2006 Los Angeles.

For regular guards, Universal will bill the Bar a markup of 37% over the hourly pay rate dictated by the 6/22/13 collective bargaining agreement with the Service Employees International Union, local 2006 Los Angeles.

Regular guards who were already assigned to the State Bar under prior contracts and/or by prior vendors, and who are retained for assignment at the State Bar at the start of this contract, will retain their seniority and pay-rate as dictated by the applicable collective bargaining agreement. Regular guards newly-assigned to the State Bar will be paid at the collective bargaining agreement minimum wage.

For supervising guards, Universal will bill the Bar a markup of 37% over the hourly pay rate. The hourly pay rate will be determined by mutual agreement between Universal and the State Bar, based on the classification and experience level of the specific individuals chosen for these positions.

The markup used to determine the bill rate will remain fixed at 37% for year 1 and 2. The mark-up for year 3 as well as for both of the one-year renewal options (if exercised by the Bar) is 38%.

All non-exempt staff will be paid and billed at time-and-a-half for holiday and overtime work, as defined by the collective bargaining agreements and applicable law.

Regular guards and supervising guards will receive paid vacation, sick time and bereavement leave, based on seniority as described in the applicable collective bargaining agreement.

Universal will bill the Bar separately for the cost of medical benefits for each employee (regular guard or supervising guard) who elects medical coverage in accordance with the collective bargaining agreements and local law. Universal will bill the Bar an estimated \$606.96 per person per month.

At the start of the contract, Universal will produce a schedule showing the regular and overtime pay rate and regular and overtime bill rate for all employees assigned to the State Bar. The schedule will be revised within seven working days of a change in personnel, or of a change in rate based on seniority or calendar date triggers in the collective bargaining agreements.

Universal will provide invoices with the correct PO noted on each invoice to the following:
State Bar of California
ATTN: Sunly Yap
845 S. Figueroa Street
Los Angeles, CA 90017

Both parties acknowledge that the collective bargaining agreements dictating the hourly pay rates in Los Angeles expire on June 30, 2017. The parties agree that pay rates after 6/30/17 will be dictated by successor collective bargaining agreements.

EXHIBIT A-2
PAY AND BILL RATES

Revision Number: 0 (original)
Effective Date: January 1, 2016

Position	Pay Rate	37% Markup Bill Rate	Pay Rate	37% Markup Bill Rate
	REGULAR	REGULAR	OVERTIME	OVERTIME
LOS ANGELES				
Supervising Guard	19.60	26.85	29.40	40.28
Regular Guard 1/1st floor	14.60	20.00	21.90	30.00
Regular Guard 2/3rd floor Court	13.60	18.63	20.40	27.95
Regular Guard 3/1st floor loading dock	13.60	18.63	20.40	27.95
Regular Guard 4/1st floor	13.60	18.63	20.40	27.95
Regular Guard 5/swing	13.60	18.63	20.40	27.95
Regular Guard 6/grave	12.55	17.19	18.83	25.79
Regular Guard 7/relief, weekend	12.80	17.54	19.20	26.30
Regular Guard 8/rover, weekend	12.55	17.19	18.83	25.79

EXHIBIT B
INSURANCE REQUIREMENTS

A. Without in any way limiting Contractor's liability pursuant to the "Indemnification" Section of this CSA, Contractor must maintain in full force and effect during the term of the CSA, at Contractor's own expense, insurance in the amounts and coverages checked below and pursuant to Sections B-I in this Exhibit B.

Commercial General Liability Insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000.00); at least One Million Dollars (\$1,000,000.00) personal and advertising injury limit; at least One Million Dollars (\$1,000,000.00) premises and operations limit; at least One Million Dollars (\$1,000,000.00) each occurrence limit.

Comprehensive Automobile Liability Insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000.00) combined single limit.

Umbrella Liability Insurance in excess of the **Commercial General Liability Insurance** and **Comprehensive Automobile Liability Insurance** with at least Five Million Dollars (\$5,000,000) combined single limit per occurrence and in the aggregate.

Workers' Compensation Coverage as required by law, together with **Employer Liability Coverage** with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence.

Professional Liability/Errors and Omissions, (if included under Commercial General Liability Insurance, this coverage must be separately identified on certificate), with limits not less than [\$ _____] for each claim with respect to negligent acts, errors or omissions.

Blanket Fidelity Bond (Commercial Blanket Bond) with the following limits: [\$ _____]. If **Blanket Fidelity/Commercial Blanket Bond** is required, it will name the individuals/entities listed below as additional insureds ("Additional Insureds"):

The State Bar, its Board of Trustees, directors, officers, and employees

CBRE, Inc., A Delaware Corporation¹

Other: _____

B. All insurance policies required to be maintained pursuant to this Exhibit B will name the individuals/entities listed below as additional insureds ("Additional Insureds"):

The State Bar, its Board of Trustees, directors, officers, and employees

CBRE, Inc. A Delaware Corporation

C. All insurance policies will: (i) be primary and non-contributing with respect to any other insurance available to the Additional Insureds, with respect to any claims arising out of this CSA; (ii) apply separately to each insured against whom a claim is made or suit is brought; (iii) include a waiver of subrogation provision or endorsement in favor of the State Bar; and (iv) be with insurance carrier(s) that have a minimum A.M Best's insurance rating of AVIII, are authorized to do business in the State of California, and are satisfactory to the State Bar.

D. Contractor will deliver to the State Bar offices, Attn: **Andrew Conover, Director, Procurement and Risk Management, 180 Howard Street, San Francisco, CA 94105**, certificates of insurance evidencing

¹ CBRE, Inc., A Delaware Corporation, is the property management company for the State Bar of California, San Francisco Office.

compliance with the requirements of this Exhibit B (including completed certificates and policy endorsements) no later than thirty (30) days after the execution of this CSA. In no event will Contractor commence operations under this CSA before furnishing to the State Bar such certificates of insurance.

- E.** All policies must provide thirty (30) days' advance written notice to the State Bar of reduction or nonrenewal of coverages, material change of coverages, or cancellation of coverages for any reason. All such notices will be sent to the Risk Management Department of the State Bar as listed in Section C. In addition, notwithstanding any notices sent to the State Bar by the insurer, Contractor will immediately notify the State Bar when it becomes aware of any cancellation or material change in the amounts of or type of coverage of the insurance policies required.
- F.** Should any of the required insurance be provided under a claims-made form, Contractor will maintain such coverage continuously throughout the term of this CSA and, without lapse, for a period of three (3) years beyond the expiration of this CSA, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the CSA, such claims will be covered by such claims-made policies.
- G.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit will be double the occurrence or claims limits specified above.
- H.** Should any required insurance lapse during the term of this CSA, requests for payments originating after such lapse will not be processed until the State Bar receives satisfactory evidence of reinstated coverage as required by this CSA, effective as of the lapse date. If insurance is not reinstated, the State Bar may, at its sole option, terminate this CSA effective on the date of such lapse of insurance. Termination will be in addition to, any other rights or remedies that the State Bar may have under this CSA.
- I.** Failure to maintain insurance will constitute a material breach of this CSA. If Contractor fails to secure and maintain insurance policies complying with the provisions of this CSA, the State Bar may purchase the required insurance coverage and Contractor will reimburse the State Bar for all associated costs, which will be in addition to any other rights or remedies available to the State Bar under this CSA. Alternatively, the State Bar may terminate this CSA. Termination will be in addition to, any other rights or remedies that the State Bar may have under this CSA.
- J.** If Contractor assigns, subcontracts, or delegates any portion of the duties under this CSA, Contractor will ensure that each assignee, subcontractor, or delegee purchases and maintains the same insurance coverage required pursuant to this Exhibit, provided however, that nothing herein will be construed as permitting Contractor to assign, subcontract or delegate any portion of the duties under the CSA without the State Bar's prior written consent.

[STATE BAR'S LETTERHEAD]

February 20, 2019

Universal Protection Service d/b/a Allied Universal Security Services
Scott Naso
Senior Regional Vice President
700 S. Flower Street suite 1550
Los Angeles, CA 90017

Re: Notice of Renewal of and First Amendment to Contractor Services Agreement

Dear Mr. Naso:

Reference is made to the Contractor Services Agreement, dated January 29, 2016 (as amended from time to time) (“**Agreement**”), between the State Bar of California, a public corporation (“**State Bar**”) and Universal Protection Services, a California limited partnership, Tax Payer Identification No. 33-0973846. Whereas on August 1, 2016, Universal Services of America merged with Allied Barton Security Services and became AlliedUniversal and continued to perform Services pursuant to the Agreement. Now, State Bar wishes to exercise its renewal option under the Agreement and Universal Protection Service, a California limited partnership d/b/a Allied Universal Security Services (“**Contractor**”) wishes to provide Services during the renewal term. Capitalized terms not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

In accordance with Section 2 of the Statement of Work to the Agreement, the State Bar hereby notify Contractor that the State Bar is exercising its right to renew the Agreement for a period of one (1) year (“**First Renewal Term**”), which First Renewal Term shall commence on expiration of the initial term, December 31, 2018, and continue until December 31, 2019.

The First Renewal Term shall be subject to the same terms and conditions as stated in the Agreement and as if set forth herein excepting that the following amendments to the terms and conditions of the Agreement apply to the First Renewal Term and any subsequent renewal terms:

- (1) Section 4.3 of the Agreement. The weblink to the State Bar’s Travel Expense Policy in Section 4.3 of the Agreement, “<http://cc.calbar.ca.gov/Portals/11/documents/Travel-Expense-Con.pdf>”, is hereby deleted and replaced with the following: “<http://www.calbar.ca.gov/Portals/0/documents/cc/2019-Travel-Expense-VOL.pdf>”.

- (2) Section 1 of the Statement of Work to the Agreement. The parties representatives in Section 1 of the Statement of Work are hereby deleted in their entirety and replaced with the following:

<p>State Bar: Sunly Yap Sr. Program Analyst 845 S. Figueroa Street Los Angeles, CA 90017 Telephone: 213-765-1121 Email: Sunly.Yap@calbar.ca.gov</p>	<p>Contractor: Scott Naso Senior Regional Vice President 700 S. Flower Street suite 1550 Los Angeles, CA 90017 Telephone: 213-362-3650 Email: scott.naso@aus.com</p>
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- (3) Section 4 of the Statement of Work to the Agreement. In Section 4 of the Statement of Work, the staffing plan in “Staffing Level and Schedule” section is hereby deleted in its entirety and replaced with the following:

Position/Post	Hours Week	Usual Schedule*
Supervising Guard - Tai	40	M-F 7:00 a.m. – 3:00 p.m.
Regular Guard 1/1 st floor-Matthew	40	M-F 6:00 am - 2:00 pm
Regular Guard 2/3 rd floor-rover	40	M-F 8:00 am - 5:00 pm
Regular Guard 3/loading dock-Nicholas	40	M-F 8:00 am - 5:00 pm
Regular Guard 4/1 st floor ambassador-Brian	40	M-F 8:00 am - 5:00 pm
Regular Guard 5/swing-Richard	40	T-Sat 2:00 pm – 10:00 pm; ½ hour paid lunch
Regular Guard 6/grave-Don	40	F-Tues 10 pm-6 am; ½ hour paid lunch
Regular Guard 7/relief, weekend-Angel	40	Sun-Thurs 9 am – 5 pm; ½ hour paid lunch
Regular Guard 8/rover, weekend-Carolyn	40	Wed 10 pm-Thurs 6 am; Thurs 10 pm-Fri 6 am; Sat 6 am – 2 pm; Sun-Mon 2 pm – 10 pm; ½ hour paid lunch
Regular Guard 9/rover, Friday only-Emerald	8	F 9:00 a.m. – 5:00 p.m. ½ hour paid lunch

*Schedule includes 1 hour unpaid lunch break, unless otherwise noted.

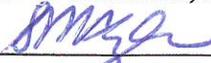
- (4) Exhibit A-1 to the Statement of Work to the Agreement. Exhibit A-1 (“Fees & Payment Terms PO # 150833”) to the Agreement is hereby deleted in its entirety and replaced with Attachment A – Exhibit A-1 (“Fees & Payment Terms PO # 150833”) attached hereto.
- (5) Exhibit A-2 to the Statement of Work to the Agreement. Exhibit A-2 (“Pay and Bill Rates”) to the Agreement is hereby deleted in its entirety and replaced with Attachment B – Exhibit A-2 (“Pay and Bill Rates”) attached hereto.

If Contractor accepts and agrees to the State Bar's exercise of the renewal option under the Agreement and the amendments to the Agreement as set forth herein in consideration of covenants and agreements herein, and for good and valuable consideration received, please countersign and return this Letter to Sunly Yap by email to Sunly.Yap@calbar.ca.gov in a scanned format. Please direct any questions to Sunly Yap at 213-765-1121 or Sunly.Yap@calbar.ca.gov.

[SIGNATURE PAGE FOLLOWS]

Very truly yours,

State Bar of California, a public corporation

By: 

Name: STEVE MAZER

Title: CHIEF ADMINISTRATIVE OFFICER

Date: 3/15/19

Acknowledgment:

Universal Protection Service, a California limited partnership d/b/a Allied Universal Security Services accepts and agrees to the State Bar's exercise of the renewal option pursuant to the Agreement and agrees and accepts the amendments to the Agreement as set forth herein for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. This acknowledgment is executed by the duly authorized representatives of Universal Protection Service, a California limited partnership d/b/a Allied Universal Security Services.

By: 

Name: Steve Claton

Title: President

Date: 3/4/19

Attachment A

Exhibit A-1

Collective Bargaining Agreement

The State Bar made it a requirement that bidders be party to the 6/22/13 collective bargaining agreement with the Service Employees International Union (SEIU), local 2006 Los Angeles. The successor Collective Bargaining Agreement between Allied Universal Security Services, G4S Secure Solutions (USA) Inc., Securitas Security Services USA, Inc., U.S. Security Associates, Cypress Security, Guard-System, Inc. and SEIU-United Service Workers West is effective from August 5, 2017 through July 31, 2021.

Pricing

During the both of the one-year renewal options (if exercised by the State Bar), for regular guards, Contractor will bill the State Bar a markup of 38% over the hourly pay rate dictated by the 6/22/13 and its successor collective bargaining agreement with the Service Employees International Union, local 2006 Los Angeles.

Regular guards who were already assigned to the State Bar under prior contracts and/or by prior vendors, and who are retained for assignment at the State Bar at the start of this contract, will retain their seniority and pay-rate as dictated by the applicable collective bargaining agreement. Regular guards newly-assigned to the State Bar will be paid at the collective bargaining agreement minimum wage.

During the both of the one-year renewal options (if exercised by the State Bar), for supervising guards, Contractor will bill the State Bar a markup of 38% over the hourly pay rate. The hourly pay rate will be determined by mutual agreement between Universal and the State Bar, based on the classification and experience level of the specific individuals chosen for these positions.

All non-exempt staff will be paid and billed at time-and-a-half for holiday and overtime work, as defined by the collective bargaining agreements and applicable law.

Regular guards and supervising guards will receive paid vacation, sick time and bereavement leave, based on seniority as described in the applicable collective bargaining agreement.

Contractor will bill the State Bar separately for the cost of medical benefits for each employee (regular guard or supervising guard) who elects medical coverage in accordance with the collective bargaining agreements and local law. Contractor will bill the State Bar an estimated \$606.96 per person per month.

At the start of the renewal term, Contractor will produce a schedule showing the regular and overtime pay rate and regular and overtime bill rate for all employees assigned to the State Bar. The schedule will be revised within seven (7) working days of a change in personnel, or of a change in rate based on seniority or calendar date triggers in the collective bargaining agreements.

Contractor will provide invoices with the correct PO noted on each invoice to the following:

State Bar of California
ATTN: Sunly Yap
845 S. Figueroa Street
Los Angeles, CA 90017

Attachment B

EXHIBIT A-2
Pay and Bill Rates

Effective Date: January 1, 2019

Position	Pay Rate (\$)	38% Markup Bill Rate (\$)	Pay Rate (\$)	38% Markup Bill Rate (\$)
	REGULAR	REGULAR	OVERTIME	OVERTIME
LOS ANGELES				
Supervising Guard	17.45	24.08	26.18	36.12
Regular Guard 1/1st floor	14.75	20.36	22.13	30.53
Regular Guard 2/3rd floor Court	14.75	20.36	22.13	30.53
Regular Guard 3/1st floor loading dock	14.75	20.36	22.13	30.53
Regular Guard 4/1st floor	14.75	20.36	22.13	30.53
Regular Guard 5/swing	14.75	20.36	22.13	30.53
Regular Guard 6/grave	14.75	20.36	22.13	30.53
Regular Guard 7/relief, weekend	14.75	20.36	22.13	30.53
Regular Guard 8/rover, weekend	14.75	20.36	22.13	30.53
Regular Guard 9/Friday	14.75	20.36	22.13	30.53



The State Bar of California

OFFICE OF GENERAL SERVICES

180 Howard Street, San Francisco, CA 94105

Steve.Mazer@calbar.ca.gov
415-538-2326

October 28, 2019

Universal Protection Service d/b/a Allied Universal Security Services
Scott Naso
Senior Regional Vice President
700 S. Flower Street suite 1550
Los Angeles, CA 90017

RE: Notice of Renewal of and Second Amendment to Contractor Services Agreement

Dear Mr. Naso:

Reference is made to the Contractor Services Agreement, dated January 29, 2016 ("**Agreement**"), between The State Bar of California, a public corporation ("**State Bar**") and Universal Protection Service, a California limited partnership, Tax Payer Identification No. 33-0973846, as amended by that certain Notice of Renewal of and First Amendment to Contractor Services Agreement, dated March 15, 2019, by and between Universal Protection Service d/b/a Allied Universal Security Services ("**Contractor**") and State Bar (as so amended, the "**Agreement**"). State Bar and Contractor are sometimes hereinafter referred to individually as a "Party" and together as the "Parties." Capitalized terms not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Whereas on August 1, 2016, Universal Services of America merged with Allied Barton Security Services and became AlliedUniversal and continued to perform Services pursuant to the Agreement. Whereas, State Bar wishes to exercise its second renewal option under the Agreement and Contractor wishes to provide Services during the renewal term. **NOW, THEREFORE**, in consideration of covenants and agreements herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

In accordance with Section 2 of the Statement of Work to the Agreement, the State Bar hereby notify Contractor that the State Bar is exercising its right to renew the Agreement for a period of one (1) year ("**Second Renewal Term**"), which Second Renewal Term shall commence on expiration of the First Renewal term, December 31, 2019, and continue until December 31,

San Francisco Office
180 Howard Street
San Francisco, CA 94105

www.calbar.ca.gov

Los Angeles Office
845 S. Figueroa Street
Los Angeles, CA 90017

The Second Renewal Term shall be subject to the same terms and conditions as stated in the Agreement and as if set forth herein excepting that the following amendments to the terms and conditions of the Agreement apply to the Second Renewal Term:

- (1) Section 4 of the Statement of Work to the Agreement. In Section 4 of the Statement of Work, the staffing plan in “Staffing Level and Schedule” section is hereby deleted in its entirety and replaced with the following:

Position/Post	Hours Week	Usual Schedule*
Supervising Guard	40	M-F 7:00 a.m. – 3:00 p.m.
Regular Guard 1/1 st floor	40	M-F 6:00 am - 2:00 pm
Regular Guard 2/3 rd floor	40	M-F 8:00 am - 5:00 pm
Regular Guard 3/loading dock	40	M-F 8:00 am - 5:00 pm
Regular Guard 4/1 st floor ambassador	40	M-F 8:00 am - 5:00 pm
Regular Guard 5/swing	40	T-Sat 2:00 pm – 10:00 pm; ½ hour paid lunch
Regular Guard 6/grave	40	F-Tues 10 pm-6 am; ½ hour paid lunch
Regular Guard 7/relief, weekend	40	Sun-Thurs 9 am – 5 pm; ½ hour paid lunch
Regular Guard 8/rover, weekend	40	Wed 10 pm-Thurs 6 am; Thurs 10 pm-Fri 6 am; Sat 6 am – 2 pm; Sun-Mon 2 pm – 10 pm; ½ hour paid lunch
Regular Guard 9/rover, Friday only	8	F 9:00 a.m. – 5:00 p.m. ½ hour paid lunch

*Schedule includes 1 hour unpaid lunch break, unless otherwise noted.

- (2) Exhibit A-1 to the Statement of Work to the Agreement. In the Pricing section of Exhibit A-1 (“Fees & Payment Terms PO #150833”), the last sentence in the sixth (6th) paragraph is hereby deleted and replaced with the following:

“Contractor will bill the State Bar an estimated \$723.38 per person per month.”

- (3) Exhibit A-2 to the Statement of Work to the Agreement. Exhibit A-2 (“Pay and Bill Rates”) to the Agreement is hereby deleted in its entirety and replaced with Attachment B – Exhibit A-2 (“Pay and Bill Rates”) attached hereto.

Steve Mazer
October 28, 2019
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If Contractor accepts and agrees to the State Bar's exercise of the second renewal option under the Agreement and the amendments to the Agreement as set forth herein in consideration of covenants and agreements herein, and for good and valuable consideration received, please countersign and return this Letter to Sunly Yap by email to Sunly.Yap@calbar.ca.gov in a scanned format. Please direct any questions to Sunly Yap at 213-765-1121 or Sunly.Yap@calbar.ca.gov.

Sincerely,



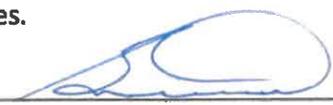
Steve Mazer

Title: Chief Administrative Officer

Date: 11/5/2019

Acknowledgment:

Universal Protection Service, a California limited partnership d/b/a Allied Universal Security Services accepts and agrees to the State Bar's exercise of the second renewal option pursuant to the Agreement and agrees and accepts the amendments to the Agreement as set forth herein for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. This acknowledgment is executed by the duly authorized representatives of Universal Protection Service, a California limited partnership d/b/a Allied Universal Security Services.

By: 

Name: Steve Claton

Title: President

Date: 11/1/19

Attachment 1

EXHIBIT A-2				
Pay and Bill Rates				
Effective Date: January 1, 2020				
Position	Pay Rate	38% Markup Bill Rate	Pay Rate	38% Markup Bill Rate
LOS ANGELES	REGULAR	REGULAR	OVERTIME	OVERTIME
Supervising Guard	17.90	24.70	26.85	37.05
Regular Guard 1/1st floor	15.50	21.39	23.25	32.09
Regular Guard 2/3rd floor Court	15.50	21.39	23.25	32.09
Regular Guard 3/1st floor loading dock	15.50	21.39	23.25	32.09
Regular Guard 4/1st floor	15.50	21.39	23.25	32.09
Regular Guard 5/swing	15.50	21.39	23.25	32.09
Regular Guard 6/grave	15.50	21.39	23.25	32.09
Regular Guard 7/relief, weekend	15.50	21.39	23.25	32.09
Regular Guard 8/rover, weekend	15.50	21.39	23.25	32.09
Regular Guard 9/Friday	15.50	21.39	23.25	32.09