

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 3/2020)

Check Here If Additional Pages Are Attached **3** Pages

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
M13408-T12628	1	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of General Services

CONTRACTOR NAME

ProGuard Security Services, Inc.

2. The term of this Agreement is:

START DATE

April 13, 2020

THROUGH END DATE

September 30, 2020

3. The maximum amount of this Agreement after this Amendment is:

\$1,477,440.00 – One Million Four Hundred and Seventy-Seven Thousand Four Hundred and Forty Dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- 1.) The agreement number was revised from M13408-T6895B to read M13408-T12628.
- 2.) This agreement adds \$820,800.00 to the contract. The total amount of contract will not exceed \$1,477,440.00.
- 3.) Exhibit A - Scope of Work and Exhibit B, Attachment 1 - Cost Sheet, are replaced in their entirety by the attached pages.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

ProGuard Security Services, Inc.

CONTRACTOR BUSINESS ADDRESS

300 Montgomery Street

CITY

San Francisco

STATE

CA

ZIP

94104

PRINTED NAME OF PERSON SIGNING

Eva Alexandersson

TITLE

CFO

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

4/16/2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of General Services

CONTRACTING AGENCY ADDRESS

707 3rd Street, 2nd Floor

CITY

West Sacramento

STATE

CA

ZIP

95605

PRINTED NAME OF PERSON SIGNING

Rachel L. Grant Kiley

TITLE

Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

04/16/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION	
APPROVED	
BY	
DATE	4/16/2020

EXHIBIT A
SCOPE OF WORK

ProGuard Security Services, Inc., herein called (Contractor) is entering into this agreement with the California Department of General Services hereinafter referred to as "State" to provide [REDACTED] Security Guard services on behalf of the State as described herein.

1. PURPOSE

DGS in partnership with the Governor's Office of Emergency Services (CalOES) is seeking a Contractor that can provide full [REDACTED] Security Guard services, including, but not limited to, COVID-19 containment at various locations throughout California to support Federal Medical Stations (FMS).

2. RESPONSIBILITIES & REQUIREMENTS

- A. The Contractor shall supply all required expertise, labor, tools, equipment, materials, and Services required to provide an [REDACTED] Security presence and access control to the premises.
- B. Security Guards shall ensure that the facility is a safe environment for FMS clients and personnel, maintaining high visibility around both the interior and the exterior of the premises, as a deterrent to unsafe, unauthorized or illegal activities.
- C. Security Guards shall monitor and authorize entrance and departure of employees, visitors, and other persons to guard against theft, threat, illegal activities and maintain security of premises.
 - 1) Inside Guards - Contractor will supply [REDACTED] security guards patrol interior of FMS. (Number of guards is subject to change depending on needs of the FMS.)
 - a) Inside Security Guards shall switch off posting at the main entrance and make continuous rounds throughout the interior of the FMS location, as directed by the on-site FMS Incident Manager.
 - 2) Outside Guards - Contractor will supply [REDACTED] security guards to patrol exterior of FMS. (Number of guards is subject to change depending on needs of the FMS.)
 - a) Outside [REDACTED] Security Guards shall monitor and authorize entrance and departure of employees, visitors, and other persons to guard against theft, threat, illegal activities and maintain security of premises.
 - b) Outside [REDACTED] Security Guards shall complete [REDACTED] of the designated location as directed by the on-site FMS Incident Manager.
 - c) Outside [REDACTED] Security Guards shall conduct search of belongings at check in point, as directed by on-site FMS Incident Manager.
- D. Security Guards shall write reports of daily activities and irregularities, such as equipment or property damage, theft, presence of unauthorized persons, or unusual occurrences.
- E. Personal Protective Equipment (PPE) will be supplied to guards by the on-site Santa Clara County FMS Coordinator as needed prior to beginning of shift. All Guards must use PPE as directed by on-site FMS Incident Manager.
- F. If a person, who is not authorized to conduct business in this facility, or a client uses abusive language, or behaves in a threatening manner, the [REDACTED] Security Guard should attempt to defuse the situation in a professional and polite manner. If the person continues with an abusive attitude or threatening manner, the [REDACTED] Security Guard will immediately contact the Santa Clara City Police Department and notify the on-site FMS Incident Manager.
- G. Security Guards are expected to fully cooperate with all law enforcement, fire and other emergency personnel.

H. Duty Hours and Breaks – It is the Contractor's obligation to adhere to all applicable Local, State, and Federal labor requirements, and if inconsistent with any provisions herein, the applicable Local, State, and Federal labor requirements control. [REDACTED]
[REDACTED] must be staggered to provide continuous uninterrupted security protection. Security Guards who smoke shall not do so while on duty. Smoke breaks must be taken in designated smoking areas, in a manner consistent with Department of General Services (DGS) Smoking Policy.

I. Modified scope of work and additional duties can be assigned upon mutual agreement.

J. Services shall be provided at the following location:

Santa Clara County Convention Center
5001 Great American Parkway
Santa Clara, CA 95054

3. PROJECT REPRESENTATIVES DURING THE TERM OF THIS AGREEMENT

Representatives		
Agency Contractor:	Department of General Services	ProGuard Security Services, Inc.
Name and Title:	Monica Rodriguez	Rich Fratus, Vice President of Operations
Address:	707 3rd Street, 2nd Floor	300 Montgomery Street, Suite 813
City, State, Zip:	West Sacramento, CA 95605	San Francisco, CA 94104
Phone Number:	(916) 617-3698	(415) 336-3155
E-mail Address:	Monica.rodriquez@dgs.ca.gov	rfratus@proguardsecurityservices.com

EXHIBIT B, ATTACHMENT 1

COST SHEET

Table 1:

Assignment	Service Item Description	Number of Guards	Hourly Rate	Hours per day	# of Days	Total
Interior Patrol	██████ Security Guard	█	\$ 50.00	█	171	\$ 820,800.00
Exterior Patrol	██████ Security Guard	█	\$ 80.00	█	171	\$ 656,640.00
Estimated Contract Total						\$ 1,477,440.00

Special Note:

- Contractor has agreed to provide additional security guards at the established hourly rates listed above in Table 1 of \$50.00 for ██████ security guards, and \$80.00 for ██████ security guards, if requested by the State.