

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

G4S Secure Solutions (USA) Inc.
1395 University Blvd.
Jupiter, FL 33458-5289

**SECOND AMENDMENT
TO
CONTRACT No. 03818
SECURITY GUARD SERVICES**

This Second Amendment (“Amendment”) to Contract No. 03818 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and G4S Secure Solutions (USA) Inc., a Florida corporation (“Contractor”) and is effective as of November 15, 2021.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 03818 for Security Guard Services dated effective as of January 1, 2019 (“Contract”).
- B. The Parties previously amended the Contract as follows:
 - Amendment 1 effective May 1, 2020 (Economic adjustment).
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **TERM.** The contract is amended to extend to the maximum term, ending December 31, 2024.
2. **Economic Price Adjustment.** Section 3.3 – Economic Adjustment of the Contract is hereby amended by deleting the existing Section 3.3 in its entirety and inserting the following in lieu thereof:

ECONOMIC ADJUSTMENT. Beginning fifteen (15) months after the effective date of this Master Contract, and for every annual anniversary thereafter, the prices set forth in *Exhibit B* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices for *Security guards and patrol services, not seasonally adjusted (series id: PCU561612561612)*, for the most recent year. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of final BLS data. All calculations for the index shall be based upon the latest version of final data published as of April 1 each year. Prices shall be adjusted on May 1, 2020 and annually

thereafter. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

3. **ECONOMIC ADJUSTMENT.** Exhibit B – Prices for Goods/Services of the Master Contract is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B – Prices for Services.
4. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
5. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
6. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
7. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
8. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

G4S SECURE SOLUTIONS (USA) INC.,
A FLORIDA CORPORATION

By: _____

Name: Christopher Phillips

Title: Vice President/General Manager, NW

Date: 02/09/22

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: _____

Name: Leslie Edwards

Title: Contracts Specialist

Date: 2/9/2022

**Exhibit B
Prices for Goods/Services**

Vendor	Region	Type of Service	Hourly Rate	Vehicle (per month)	Patrol Checks / Alarm Response (Per Occurrence)	On-Call (per hour)	Overtime (per hour)	Supervisor (per hour)	Workplace Violence (per hour)
G4S Secure Solutions (USA), Inc.	Eastern	Armed Guard	\$30.69	\$1,270.47	\$33.88	\$42.88	\$42.97	\$36.96	\$30.69
G4S Secure Solutions (USA), Inc.	North Central	Armed Guard	\$30.23	\$1,251.38	\$33.37	\$42.33	\$42.33	\$36.40	\$30.23
G4S Secure Solutions (USA), Inc.	Northwest	Armed Guard	\$35.89	\$1,283.64	\$34.23	\$50.24	\$50.24	\$42.10	\$35.89
G4S Secure Solutions (USA), Inc.	Olympic	Armed Guard	\$30.69	\$1,270.49	\$33.88	\$42.97	\$42.97	\$36.96	\$30.69
G4S Secure Solutions (USA), Inc.	Seattle	Armed Guard	\$35.89	\$1,283.64	\$34.23	\$50.24	\$50.24	\$42.10	\$35.89
G4S Secure Solutions (USA), Inc.	South Central	Armed Guard	\$30.60	\$1,266.56	\$33.77	\$42.84	\$42.84	\$36.85	\$30.60
G4S Secure Solutions (USA), Inc.	Southwest	Armed Guard	\$30.63	\$1,267.91	\$33.81	\$42.89	\$42.89	\$36.89	\$30.63
G4S Secure Solutions (USA), Inc.	Tacoma	Armed Guard	\$30.69	\$1,270.49	\$33.88	\$42.97	\$42.97	\$36.96	\$30.69
G4S Secure Solutions (USA), Inc.	Eastern	Rapid Response	\$42.35	\$1,270.47	\$33.88	\$42.35	\$63.52	\$47.64	\$42.35
G4S Secure Solutions (USA), Inc.	North Central	Rapid Response	\$41.71	\$1,251.38	\$33.37	\$41.71	\$62.57	\$46.93	\$41.71
G4S Secure Solutions (USA), Inc.	Northwest	Rapid Response	\$42.79	\$1,283.64	\$34.23	\$42.79	\$64.18	\$48.14	\$42.79
G4S Secure Solutions (USA), Inc.	Olympic	Rapid Response	\$42.35	\$1,270.49	\$33.88	\$42.35	\$63.52	\$47.64	\$42.35
G4S Secure Solutions (USA), Inc.	Seattle	Rapid Response	\$42.79	\$1,283.64	\$34.23	\$42.79	\$64.18	\$48.14	\$42.79
G4S Secure Solutions (USA), Inc.	South Central	Rapid Response	\$42.22	\$1,266.56	\$33.77	\$42.22	\$63.33	\$47.50	\$42.22
G4S Secure Solutions (USA), Inc.	Southwest	Rapid Response	\$42.26	\$1,267.91	\$33.81	\$42.26	\$63.40	\$47.55	\$42.26
G4S Secure Solutions (USA), Inc.	Tacoma	Rapid Response	\$42.35	\$1,270.49	\$33.88	\$42.35	\$63.52	\$47.64	\$42.35
G4S Secure Solutions (USA), Inc.	Eastern	Unarmed Guard	\$25.08	\$1,270.47	\$33.88	\$35.12	\$35.12	\$31.14	\$25.08
G4S Secure Solutions (USA), Inc.	North Central	Unarmed Guard	\$24.70	\$1,251.38	\$33.37	\$34.59	\$34.59	\$30.67	\$24.70
G4S Secure Solutions (USA), Inc.	Northwest	Unarmed Guard	\$28.42	\$1,283.64	\$34.23	\$39.79	\$39.79	\$34.56	\$28.42
G4S Secure Solutions (USA), Inc.	Olympic	Unarmed Guard	\$25.08	\$1,270.49	\$33.88	\$35.12	\$35.12	\$31.14	\$25.08
G4S Secure Solutions (USA), Inc.	Seattle	Unarmed Guard	\$28.42	\$1,283.64	\$34.23	\$39.79	\$39.79	\$34.56	\$28.42
G4S Secure Solutions (USA), Inc.	South Central	Unarmed Guard	\$25.00	\$1,266.56	\$33.77	\$35.01	\$35.01	\$31.04	\$25.00
G4S Secure Solutions (USA), Inc.	Southwest	Unarmed Guard	\$25.03	\$1,267.91	\$33.81	\$35.05	\$35.05	\$31.07	\$25.03
G4S Secure Solutions (USA), Inc.	Tacoma	Unarmed Guard	\$25.08	\$1,270.49	\$33.88	\$35.12	\$35.12	\$31.14	\$25.08

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**FIRST AMENDMENT
TO
CONTRACT NO. 03818
SECURITY GUARD SERVICES**

This First Amendment ("Amendment") to Contract No. 03818 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and G4S Secure Solutions (USA) Inc., a Florida corporation ("Contractor") and is dated as of May 1, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 03818 for security guard services dated effective as of January 1, 2019 ("Contract").
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **ECONOMIC ADJUSTMENT.** Exhibit B – Prices for Goods/Services is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B – Prices for Services.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

G4S SECURE SOLUTIONS (USA) INC.,
A FLORIDA CORPORATION

By:  _____

Name: Christopher Phillips

Title: Vice President/General Manager, NW

Date: 05/08/20

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Leslie Edwards (electronically signed)

Name: Leslie Edwards

Title: Contracts Specialist

Date: 5/8/2020

**Exhibit B
Prices for Services**

Vendor	Region	Type of Service	Hourly Rate	Vehicle (per month)	Patrol Checks / Alarm Response (Per Occurrence)	On-Call (per hour)	Overtime (per hour)	Supervisor (per hour)	Workplace Violence (per hour)
G4S Secure Solutions (USA), Inc.	Eastern	Armed Guard	\$ 29.53	\$ 1,222.19	\$ 32.59	\$ 41.25	\$ 41.34	\$ 35.56	\$ 29.53
G4S Secure Solutions (USA), Inc.	Eastern	Rapid Response	\$ 40.74	\$ 1,222.19	\$ 32.59	\$ 40.74	\$ 61.11	\$ 45.83	\$ 40.74
G4S Secure Solutions (USA), Inc.	Eastern	Unarmed Guard	\$ 24.13	\$ 1,222.19	\$ 32.59	\$ 33.78	\$ 33.78	\$ 29.95	\$ 24.13
G4S Secure Solutions (USA), Inc.	North Central	Armed Guard	\$ 29.08	\$ 1,203.83	\$ 32.10	\$ 40.72	\$ 40.72	\$ 35.02	\$ 29.08
G4S Secure Solutions (USA), Inc.	North Central	Rapid Response	\$ 40.13	\$ 1,203.83	\$ 32.10	\$ 40.13	\$ 60.19	\$ 45.14	\$ 40.13
G4S Secure Solutions (USA), Inc.	North Central	Unarmed Guard	\$ 23.77	\$ 1,203.83	\$ 32.10	\$ 33.28	\$ 33.28	\$ 29.50	\$ 23.77
G4S Secure Solutions (USA), Inc.	Northwest	Armed Guard	\$ 34.52	\$ 1,234.86	\$ 32.93	\$ 48.33	\$ 48.33	\$ 40.50	\$ 34.52
G4S Secure Solutions (USA), Inc.	Northwest	Rapid Response	\$ 41.16	\$ 1,234.86	\$ 32.93	\$ 41.16	\$ 61.74	\$ 46.31	\$ 41.16
G4S Secure Solutions (USA), Inc.	Northwest	Unarmed Guard	\$ 27.34	\$ 1,234.86	\$ 32.93	\$ 38.28	\$ 38.28	\$ 33.25	\$ 27.34
G4S Secure Solutions (USA), Inc.	Olympic	Armed Guard	\$ 29.53	\$ 1,222.22	\$ 32.59	\$ 41.34	\$ 41.34	\$ 35.56	\$ 29.53
G4S Secure Solutions (USA), Inc.	Olympic	Rapid Response	\$ 40.74	\$ 1,222.22	\$ 32.59	\$ 40.74	\$ 61.11	\$ 45.83	\$ 40.74
G4S Secure Solutions (USA), Inc.	Olympic	Unarmed Guard	\$ 24.13	\$ 1,222.22	\$ 32.59	\$ 33.78	\$ 33.78	\$ 29.95	\$ 24.13
G4S Secure Solutions (USA), Inc.	Seattle	Armed Guard	\$ 34.52	\$ 1,234.86	\$ 32.93	\$ 48.33	\$ 48.33	\$ 40.50	\$ 34.52
G4S Secure Solutions (USA), Inc.	Seattle	Rapid Response	\$ 41.16	\$ 1,234.86	\$ 32.93	\$ 41.16	\$ 61.74	\$ 46.31	\$ 41.16
G4S Secure Solutions (USA), Inc.	Seattle	Unarmed Guard	\$ 27.34	\$ 1,234.86	\$ 32.93	\$ 38.28	\$ 38.28	\$ 33.25	\$ 27.34
G4S Secure Solutions (USA), Inc.	South Central	Armed Guard	\$ 29.44	\$ 1,218.43	\$ 32.49	\$ 41.21	\$ 41.21	\$ 35.45	\$ 29.44
G4S Secure Solutions (USA), Inc.	South Central	Rapid Response	\$ 40.61	\$ 1,218.43	\$ 32.49	\$ 40.61	\$ 60.92	\$ 45.69	\$ 40.61
G4S Secure Solutions (USA), Inc.	South Central	Unarmed Guard	\$ 24.05	\$ 1,218.43	\$ 32.49	\$ 33.68	\$ 33.68	\$ 29.86	\$ 24.05
G4S Secure Solutions (USA), Inc.	Southwest	Armed Guard	\$ 29.47	\$ 1,219.73	\$ 32.53	\$ 41.26	\$ 41.26	\$ 35.48	\$ 29.47
G4S Secure Solutions (USA), Inc.	Southwest	Rapid Response	\$ 40.66	\$ 1,219.73	\$ 32.53	\$ 40.66	\$ 60.99	\$ 45.74	\$ 40.66
G4S Secure Solutions (USA), Inc.	Southwest	Unarmed Guard	\$ 24.08	\$ 1,219.73	\$ 32.53	\$ 33.72	\$ 33.72	\$ 29.89	\$ 24.08
G4S Secure Solutions (USA), Inc.	Tacoma	Armed Guard	\$ 29.53	\$ 1,222.22	\$ 32.59	\$ 41.34	\$ 41.34	\$ 35.56	\$ 29.53
G4S Secure Solutions (USA), Inc.	Tacoma	Rapid Response	\$ 40.74	\$ 1,222.22	\$ 32.59	\$ 40.74	\$ 61.11	\$ 45.83	\$ 40.74
G4S Secure Solutions (USA), Inc.	Tacoma	Unarmed Guard	\$ 24.13	\$ 1,222.22	\$ 32.59	\$ 33.78	\$ 33.78	\$ 29.95	\$ 24.13

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Universal Protection Service, LP
dba Allied Universal Security Services
PO Box 277469
Atlanta, GA 30384-7469

**THIRD AMENDMENT
TO
CONTRACT NO. 03818
SECURITY GUARD SERVICES**

This Third Amendment (“Amendment”) to Contract No. 03818 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Universal Protection Service, LP, dba Allied Universal Security Services a California Limited Partnership (“Contractor”) and is dated and effective as of April 1, 2022.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 03818 for security guard services dated effective as of January 1, 2019 (“Contract”).
- B. The Parties previously amended the Contract as follows:
 - Amendment 1 effective May 1, 2020 (economic adjustment)
 - Amendment 2 effective November 15, 2021 (economic adjustment, update language)
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **PRICE ADJUSTMENT.** Exhibit B – Prices for Goods/Services of the Master Contract is hereby amended by deleting the existing Exhibit B in its entirety and inserting the attached Exhibit B – Prices for Services.
2. **PRICE ADJUSTMENT LANGUAGE.** Section 3.3 – Economic Adjustment is hereby amended by deleting the existing Section 3.3 in its entirety and inserting the following in lieu thereof:

PRICE ADJUSTMENTS. The Master Contract prices are the maximum prices the Contractor may charge. Beginning September 2022, and for every annual anniversary thereafter, the prices set forth in Exhibit B shall be adjusted. Price increases are to be on a pass-through basis only and must not produce a higher profit margin for Contractor than that established by the original Master Contract pricing. Requests will be determined by using Employment Security Departments (ESD’s) Occupational Employment and Wage Statistics (OEWS) that is posted to their website in August. Enterprise Services will use the Standard Occupational

Classification (SOC) Code of 33-9032, titled Security Guards, for Washington. A comparison will be made of the percentage change year over year for the most current year, the percentage difference will be the percentage of the price adjustment. If a price increase is approved in part or in full, the resulting new Master Contract pricing will be implemented through a Contract Amendment. Contractor may not make Master Contract extensions contingent on price adjustments.

3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**UNIVERSAL PROTECTION SERVICE, LP, DBA ALLIED
UNIVERSAL SECURITY SERVICES
A CALIFORNIA LIMITED PARTNERSHIP**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

Name: Joseph Breaux

Title: General Manager

Date: 3/17/2022

By: Leslie Edwards

Name: Leslie Edwards

Title: Contracts Specialist

Date: March 31, 2022

Exhibit B – Prices for Services

Vendor	Region	Type of Service	Hourly Rate	Vehicle	Patrol Checks	On-Call	Overtime	Supervisor	Workplace Violence
Allied Universal Security Services	Eastern	Armed Guard	\$ 34.28	\$1,419.11	\$ 37.84	\$ 47.90	\$ 48.00	\$ 41.28	\$ 34.28
Allied Universal Security Services	North Central	Armed Guard	\$ 33.77	\$1,397.79	\$ 37.27	\$ 47.28	\$ 47.28	\$ 40.66	\$ 33.77
Allied Universal Security Services	Northwest	Armed Guard	\$ 40.09	\$1,433.83	\$ 38.23	\$ 56.12	\$ 56.12	\$ 47.03	\$ 40.09
Allied Universal Security Services	Olympic	Armed Guard	\$ 34.28	\$1,419.14	\$ 37.84	\$ 48.00	\$ 48.00	\$ 41.28	\$ 34.28
Allied Universal Security Services	Seattle	Armed Guard	\$ 40.09	\$1,433.83	\$ 38.23	\$ 56.12	\$ 56.12	\$ 47.03	\$ 40.09
Allied Universal Security Services	South Central	Armed Guard	\$ 34.18	\$1,414.75	\$ 37.72	\$ 47.85	\$ 47.85	\$ 41.16	\$ 34.18
Allied Universal Security Services	Southwest	Armed Guard	\$ 34.21	\$1,416.26	\$ 37.77	\$ 47.91	\$ 47.91	\$ 41.21	\$ 34.21
Allied Universal Security Services	Tacoma	Armed Guard	\$ 34.28	\$1,419.14	\$ 37.84	\$ 48.00	\$ 48.00	\$ 41.28	\$ 34.28
Allied Universal Security Services	Eastern	Rapid Response	\$ 47.30	\$1,419.11	\$ 37.84	\$ 47.30	\$ 70.95	\$ 53.21	\$ 47.30
Allied Universal Security Services	North Central	Rapid Response	\$ 46.59	\$1,397.79	\$ 37.27	\$ 46.59	\$ 69.89	\$ 52.42	\$ 46.59
Allied Universal Security Services	Northwest	Rapid Response	\$ 47.80	\$1,433.83	\$ 38.23	\$ 47.80	\$ 71.69	\$ 53.77	\$ 47.80
Allied Universal Security Services	Olympic	Rapid Response	\$ 47.30	\$1,419.14	\$ 37.84	\$ 47.30	\$ 70.95	\$ 53.21	\$ 47.30
Allied Universal Security Services	Seattle	Rapid Response	\$ 47.80	\$1,433.83	\$ 38.23	\$ 47.80	\$ 71.69	\$ 53.77	\$ 47.80
Allied Universal Security Services	South Central	Rapid Response	\$ 47.16	\$1,414.75	\$ 37.72	\$ 47.16	\$ 70.74	\$ 53.06	\$ 47.16
Allied Universal Security Services	Southwest	Rapid Response	\$ 47.20	\$1,416.26	\$ 37.77	\$ 47.20	\$ 70.82	\$ 53.11	\$ 47.20
Allied Universal Security Services	Tacoma	Rapid Response	\$ 47.30	\$1,419.14	\$ 37.84	\$ 47.30	\$ 70.95	\$ 53.21	\$ 47.30
Allied Universal Security Services	Eastern	Unarmed Guard	\$ 28.01	\$1,419.11	\$ 37.84	\$ 39.23	\$ 39.23	\$ 34.78	\$ 28.01
Allied Universal Security Services	North Central	Unarmed Guard	\$ 27.59	\$1,397.79	\$ 37.27	\$ 38.64	\$ 38.64	\$ 34.26	\$ 27.59
Allied Universal Security Services	Northwest	Unarmed Guard	\$ 31.75	\$1,433.83	\$ 38.23	\$ 44.45	\$ 44.45	\$ 38.60	\$ 31.75
Allied Universal Security Services	Olympic	Unarmed Guard	\$ 28.01	\$1,419.14	\$ 37.84	\$ 39.23	\$ 39.23	\$ 34.78	\$ 28.01
Allied Universal Security Services	Seattle	Unarmed Guard	\$ 31.75	\$1,433.83	\$ 38.23	\$ 44.45	\$ 44.45	\$ 38.60	\$ 31.75
Allied Universal Security Services	South Central	Unarmed Guard	\$ 27.93	\$1,414.75	\$ 37.72	\$ 39.11	\$ 39.11	\$ 34.67	\$ 27.93
Allied Universal Security Services	Southwest	Unarmed Guard	\$ 27.96	\$1,416.26	\$ 37.77	\$ 39.15	\$ 39.15	\$ 34.71	\$ 27.96
Allied Universal Security Services	Tacoma	Unarmed Guard	\$ 28.01	\$1,419.14	\$ 37.84	\$ 39.23	\$ 39.23	\$ 34.78	\$ 28.01

STATE OF WASHINGTON Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT ASSIGNMENT	
	Contract No.:	03818
ASSIGNOR G4S Secure Solutions (USA) Inc. 1395 University Blvd. Jupiter, FL 33458-5289	Effective Date:	January 1, 2022
ASSIGNEE Universal Protection Service, LP Dba Allied Universal Security Services PO Box 277469 Atlanta, GA 30384-7469		

**ASSIGNMENT, ASSUMPTION, & CONSENT AGREEMENT
FOR
CONTRACT NO. 03818
SECURITY GUARD SERVICES**

This Assignment, Assumption, and Consent Agreement (“Agreement”) for Contract No. 03818 is made and entered into by and among the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”), G4S Secure Solutions (USA) Inc., a Florida corporation (“Assignor”), and Universal Protection Service, LP, dba Allied Universal Security Services a California Limited Partnership (“Assignee”) and is dated and effective as of January 1, 2020 (“Effective Date”).

RECITALS

- A. State and Assignor entered into that certain Contract No. 03818 dated effective as of January 1, 2019 which is attached hereto as Exhibit A (“Contract”);
- B. Assignor desires to assign all of its rights, obligations, and liabilities under the Contract to Assignee;
- C. Assignee desires to accept and assume all of the rights, obligations, and liabilities of Assignor under the Contract; and
- D. State desires to consent to such assignment, acceptance, and assumption.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below:

- 1. **ASSIGNMENT OF CONTRACT.** As of the Effective Date, Assignor hereby conveys and assigns to Assignee, its successors and assigns, all of Assignor’s rights, title, and interests in, to, and under

the Contract. A copy of the Contract, with all modifications and amendments thereto, if any, is attached hereto as Exhibit A and made a part hereof.

2. ASSUMPTION OF CONTRACT. As of the Effective Date, Assignee hereby undertakes, accepts, and assumes the assignment of the Contract and assumes all duties and obligations of the Assignor under the Contract and covenants to perform and discharge the same as the Assignee of the Assignor.
3. CONSENT TO ASSIGNMENT & ASSUMPTION. State hereby consents to the foregoing assignment and assumption which is effective as of the Effective Date. Notwithstanding the foregoing, the parties hereto agree that State shall be entitled to pursue claims accruing or arising incident to the Contract on or before the Effective Date of this Agreement, and all its rights and remedies related to such claims, for (a) payments of indemnity now or hereafter due under the Contract from Assignor, and/or (b) insurance payments or proceeds.
4. INSURANCE. The State's consent to this Agreement is conditioned, in part, on Assignee's compliance with the Contract's insurance requirements. Accordingly, notwithstanding any provision to the contrary, within ten (10) calendar days, Assignee shall provide State with written confirmation that Assignee is in full compliance with all applicable insurance requirements set forth in the Contract. Assignee's failure to provide such timely written confirmation shall constitute material breach of the Contract and shall entitle State to all applicable remedies.
5. NOTICES. Unless otherwise notified by Assignee, any notice to be provided pursuant to the Contract shall be delivered to Assignee at the following address:

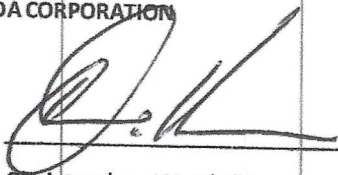
Attn: Joseph Breaux
Universal Protection Service, LP
Dba Allied Universal Security Services
14824 Westminster Way N
Shoreline, WA 98133
Email: joseph.breaux@aus.com
6. BINDING EFFECT. All provisions, covenants, and agreements herein shall be binding upon and inure to the benefit of, and be enforceable by or against, the parties hereto and their respective successors and assigns.
7. THIRD-PARTY BENEFICIARY. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no other person has any right, benefit, priority, or interest under or because of the existence of this Agreement.
8. INTEGRATED AGREEMENT; MODIFICATION. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. This Agreement may not be modified except in writing signed by the parties.
9. AUTHORITY. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully

authorized and approved, and that no further approvals or consents are required to bind such party.


10. ELECTRONIC SIGNATURES. A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
11. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

ASSIGNOR
G4S SECURE SOLUTIONS (USA) INC.
A FLORIDA CORPORATION

By: 
Name: Christopher W. Phillips
Title: Vice President of Operations
Date: 02/04/22

ASSIGNEE
UNIVERSAL PROTECTION SERVICE, LP, DBA ALLIED
UNIVERSAL SECURITY SERVICES
A CALIFORNIA LIMITED PARTNERSHIP

By: 
Name: Joseph Breau
Title: General Manager
Date: 2/6/2022

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Leslie Edwards
Name: Leslie Edwards
Title: Contracts Specialist
Date: 2/8/2022

CONTRACT TO BE ASSIGNED

03818 – Security Guard Services, Effective January 1, 2019

As amended by:

1. First Amendment for price adjustment, effective May 1, 2020
2. Second Amendment extended to max term and adjusted prices, effective November 15, 2021