

**City and County of San Francisco
Airport Commission
P.O. Box 8097
San Francisco, California 94128**

Modification No. 2

THIS MODIFICATION (this “Modification”) is made as of June 29, 2020, in San Francisco, California, by and between **SITA Information Networking Computing USA Inc.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Airport Commission, hereinafter referred to as “**Commission.**”

RECITALS

- A. City and Contractor have entered into the Agreement (as defined below); and
- B. On July 10, 2018, by Resolution No. 18-0202, the Commission awarded this Agreement to the Contractor in an amount not-to-exceed \$8,122,395; and
- C. On November 19, 2018, City and Contractor entered into Modification No. 1 which administratively modified the Agreement on the terms and conditions set forth herein to revise the Appendix C – Calculation of Charges and Appendix D – Payment Schedule; and
- D. City and Contractor now desire to administratively modify the Agreement on the terms and conditions to include information about common use self service (CUSS), biometric solution (biometric), update standard contractual clauses, and clarify information in Appendices B, C and D; and
- E. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46785-16/17 on January 7, 2019;

NOW, THEREFORE, Contractor and the City agree as follows:

1. New Article 1.1 Agreement or Contract Documents is replaced as follows:

1.1 “Agreement” or “Contract Document” means this document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated by reference into this Agreement. The term “Agreement” shall mean the Agreement dated July 16, 2018 between Contractor and City as amended by Modification No. 1, dated November 19, 2018.

2. New Article 1.2 Other Terms was incorrectly listed as 1.2 “Other Terms” in Modification No. 1 and has been renumbered 1.13 as follows:

1.13 “Other Terms.” Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

3. New Section 1.14 City Data is hereby added to the Agreement as follows:

1.14 City Data. “City Data” or “Data” includes all data collected, used, maintained, processed, stored, or generated by or on behalf of the City and not on behalf of the airline users of the Passenger Processing System (“PPS”) in connection with this Agreement. This includes data that is provided by a third-party for use under this Agreement but shall exclude Contractor Intellectual Property.

4. New Section 1.15 Confidential Information is hereby added to the Agreement as follows:

1.15 Confidential Information.

1.15.1 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

1.15.2 “Confidential Information” also means any and all nonpublic information, whether written, electronic, or oral, concerning or relating to Airport technology, computer, or data systems, processes, or procedures, or Critical Infrastructure Information or Protected Critical Infrastructure Information as defined under the Homeland Security Act of 2002 and 6 CFR §29.2, which information or access to such information is supplied by the Airport or on behalf of the Airport to Contractor or otherwise acquired by Contractor during the course of dealings with the Airport. Additionally, “Confidential Information” includes security or security-related information, whether or not such information constitutes sensitive security information (“SSI”) as provided under 49 CFR Part 1520. In the event Contractor acquires SSI, it shall treat such information in conformance with federal law and the provisions of this Contract.

1.15.3 “Confidential Information” is confidential regardless of whether such information is in its original form, a copy, or a derivative product. “Derivative” means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Airport.

5. Article 2. Term of the Agreement is replaced in its entirety as follows:

2.1 The term of this Agreement shall commence on July 16, 2018; and expire five years after the date of Final System Acceptance of the on-premise Passenger Processing System (December 24, 2019), unless terminated earlier as otherwise provided in this Agreement.

6. Article 4. Services and Resources, 4.1 Services Contractor Agrees to Perform, 4.1.1 Task Orders is hereby replaced in its entirety with **New Section 4.1.1** as follows:

4.1.1. Task Orders. The City has established a fund to compensate Contractor for as-needed services during the term of this Agreement. This amount is included in the total not-to-exceed amount in Section 3.3.1 “Payment.” As-needed services are typically discovered during the course of a contractor’s execution of the work and are intended to cover unanticipated, discrete, time-limited additional work. In the event as-needed services are requested by the City during the period Contractor executes the Scope of Services set forth in Appendix B, the Parties shall cooperate in developing a written task order for such additional work. Each task order shall be made a part of and incorporated into the Agreement as though fully set forth in this Agreement without the need for a formal amendment to the Agreement. All task orders shall include a description of the as-needed services, the deliverables, schedule for performance, cost, and method and timing of payment. The total amount of the as-needed services is in Appendix C.

7. **Section 4.5 Assignment** is hereby deleted in its entirety and replaced with **New Section 4.5 Assignment** as follows:

4.5 Assignment. The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.

8. **New Section 7.3 Withholding** is hereby added to the Agreement as follows:

7.3 Withholding. Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

9. **Section 8.2.1(a)** is amended to include 10.20 Management of City Data and Confidential Information to the table.

10. **Section 8.4.1** is amended to include 10.20 Management of City Data and Confidential Information to the table.

11. **Section 10.11 Limitations on Contributions** is hereby deleted in its entirety and replaced with **New Section 10.11** as follows:

10.11 Limitations on Contributions. By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor’s board of directors; Contractor’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or

controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

12. New Section 10.20 Management of City Data and Confidential Information is hereby added to the Agreement as follows;

10.20 Management of City Data and Confidential Information

10.20.1 Access to City Data. City shall at all times have access to and control of City Data and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

10.20.2 Use of City Data and Confidential Information. Contractor agrees to hold City Data and Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City Data or Confidential Information except as permitted or required by this Agreement or as otherwise authorized in writing by the City. Any storage of City Data outside the United States is subject to prior written authorization by the City. Access to City Data and Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than service delivery, security analysis or service delivery analysis that is not explicitly authorized.

10.20.3 Disposition of City Data and Confidential Information. Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours or such time as agreed by the City and Contractor return all City Data and Confidential Information, including all original media. After Contractor has received written confirmation from City that City Data and Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all City Data and Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge.

13. New Section 10.21 Consideration of Salary History is hereby added to the Agreement as follows:

10.21 Consideration of Salary History. Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such

applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history> . Contractor is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section

14. New Section 11.14 Incorporation of Recitals is hereby added to the Agreement as follows:

11.14 Incorporation of Recitals. The matters recited above are hereby incorporated into and made part of this Agreement.

15. New Section 11.15 Notification of Legal Requests is hereby added to the Agreement as follows:

11.15 Notification of Legal Requests. Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests (“Legal Requests”) related to all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), or which in any way might reasonably require access to City’s Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City’s instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

16. Appendix B – Scope of Services, II. Detailed Overview, A. Introduction first paragraph has been replaced in its entirety as follows:

The Airport seeks to operate a flexible environment allowing any combination of preferential use and shared use resources to facilitate the passengers’ travel experience. As industry and technology shifts occur, the type of use designated for a particular resource will change over time and the Airport’s service delivery capability and infrastructure must be sufficiently flexible and scalable to support this change quickly and cost effectively. To facilitate this flexibility, a set of Integrated Systems, also referred to as the “Passenger Processing System (PPS) Project” or “Project” will be deployed throughout this Agreement, including:

- 1) Shared Use System
 - a) Shared Use Check-in and Boarding System
 - b) Local Departure Control System
- 2) Resource Management System
- 3) Airport Operational Database
- 4) SITA Common Use Self Service (CUSS)
- 5) Biometric
 - a) Smart Path™ Biometric Software Platform
 - b) Self-Service Biometric FacePod Solution

17. Appendix B – Scope of Services, II. Detailed Overview, E. Roles and Responsibilities, Table 1A-Project Lifecycle Roles & Responsibilities, Incident and Preventative Management has been added after Table 1 to include the following:

ROLES AND RESPONSIBILITIES FOR SITA COMMON USE KIOSKS AND BIOMETRIC							
	SFO ITT	PPS Tech Contractor	Airlines	SFO TEC	PPS Support Contractor	GNOC	Terminal Systems
OPERATIONS AND MAINTENANCE							
Validate connectivity status of CUSS Kiosks and Biometric FacePods to local network		X			X		
Validate connectivity status of Biometric FacePod to CBP IP		X			X		
Validate connectivity status to Airline host IP		X	X		X		
Validate Smart Path™ Services are running on FacePod		X			X		
Validate Basler Camera Status & calibrate accordingly					X		
Restart Services on FacePod		X			X		
Restart FacePod (Soft reboot)		X			X		
Replace Basler Camera with Spare, if required					X		
Replace FacePod with Spare in case of PSU Failure		X			X		
Adjust FacePod + Camera angle if image is blurry or not in resolution					X		
Re-Image Biometric FacePod or SITA CUSS Kiosks (SITA Windows 10 CUTE Image)		X			X		
Open incident to 2 nd level if required using Service Gateway					X		
Provides 2 nd and 3 rd level maintenance and support for SITA CUSS Kiosk and Biometric FacePod troubleshooting all problems not resolved by 1 st level support.		X					

ROLES AND RESPONSIBILITIES FOR SITA COMMON USE KIOSKS AND BIOMETRIC							
	SFO ITT	PPS Tech Contractor	Airlines	SFO TEC	PPS Support Contractor	GNOC	Terminal Systems
OPERATIONS AND MAINTENANCE							
Clean FacePod Camera Lens					X		
Clean FacePod base, neck and Head portions including PAX Facing screen					X		
Clean out dust inside base unit that houses PC + PSU					X		
Windows cleanup (Temp files, Clean Disk)					X		
Antivirus and Windows update		X			X		
Management and replacement of Consumables / paper stock					X		

18. **Appendix B – Scope of Services, III. Existing Conditions, C. Existing Hardware Installed,**
Table 5- Existing Equipment Locations and Counts has been replaced in its entirety as follows:

Table 5 Existing Equipment Locations and Counts (as of March 2020)

Name of Device	ITB	T1	T2	Total
CUTE Workstations	495	95	20	610
SITA CUSS Kiosks (plus 12 spares)	0	38	0	50
Passport Readers (OCR/MSR/MPR)	242	79	8	329
Bag Tag Printers (BTP)	243	69	8	320
Boarding Pass Printers (ATB)	275	65	10	350
Handheld Terminal Scanners (LSR +108 spares)	267	63	13	451
Handheld Bag Scanners (for BHS)	115	54	0	169
Boarding Gate Readers (BGR)	55	20	4	79
General Printers/DCPs	103	36	4	143
Biometric FacePods (plus 6 spares)	100	0	0	106

Note: These quantities will change from time to time depending on Airport needs.

19. **Appendix B – Scope of Services, III. Existing Conditions, F. Current Airline Support Requirements** has been replaced in its entirety as follows:

F. Current Airline Support Requirements

Aer Lingus	Compass Airlines (AA, DL regional)	Korean Air
AeroMexico	COPA Airlines	Lufthansa
Air Canada	Delta Airlines	Norwegian
Air China	Emirates	Philippine Airlines
Air France	EL AL	Qantas Airways
Air India	EVA AIR	Scandinavian (SAS)
Air New Zealand	Fiji Airlines	Singapore Airlines
Alaska Airlines	Finnair	Skywest Airlines (DL, UA regional)
All Nippon Airlines	French bee	Southwest Airlines
American Airlines	Frontier Airlines	Swiss Air International
Asiana Airlines	Hawaiian Airlines	Tap Air Portugal
AVIANCA	Horizon Air (Alaska Regional)	Turkish Airlines
British Airways	Iberia	United Airlines
Cathay Pacific Airways	Interjet Airlines	Virgin Atlantic Airways
China Airlines	Japan Airlines	Volaris
China Eastern	JetBlue Airways	WestJet
China Southern	KLM Royal Dutch Airlines	

Note: The list above is current as of March 2020 and will likely change in the future.

20. Appendix B – Scope of Services, VII. Warranty and Maintenance Services, B. Maintenance has been replaced in its entirety with a new title Support Levels as follows:

B. Support Levels

1) 1st Level Support (PPS Support Contractor)

1st Level support will be performed by the PPS Support Contractor as outlined in Contract No. 11211.51 (PPS Support Contractor). 1st Level support functions include but are not limited to: answering incident calls regarding the PPS and creating incidents, pulling, and replacing faulty hardware, performing preventive maintenance, and replacing consumable stock as required, and monitoring and receiving system alerts. When support problems cannot be resolved by 1st Level Support, they are required to escalate the problem to 2nd or 3rd Level Support. 2nd and 3rd Level Support for PPS is outlined in Contract No. 11211.44 (PPS Tech Contractor).

2) 2nd and 3rd Level Support (PPS Tech Contractor)

If 1st Level Support cannot resolve a support issue, they must immediately escalate the problem to the PPS Tech Contractor. The distinction in support levels are determined by the level of expertise, experience and familiarity with the system, application or hardware in question. The higher the levels of support, the greater the level of expertise required.

The PPS Tech Contractor shall diagnose and resolve the problem remotely in accordance to the Contractor's PPS Performance Requirements (Appendix B Scope of Work, IV. Technical Specifications, E. Contractor's PPS Performance Requirements). The PPS Tech Contractor must be available for escalated support service 24x7x365.

As part of timely service reporting, either during an extended outage or once an issue is resolved, the PPS Tech Contractor must prepare a full report to the Airport explaining the service disruption and provide recommendations to avoid similar future problems. The costs for 2nd and 3rd Level support are included in software license fees. Operational failures are divided into two categories:

- a) **Minor Failures:** these are defined as failures or problems, which do not affect the overall safety, security, or operation of the Airport. A minor failure is defined as a hardware or software problem which is the responsibility of Contractor and which affects no more than two (2) PPS equipment units or affects only one (1) airline for no more than 50% of the units (IV. Technical Specifications, E. Contractor's PPS Performance Requirements).
- b) **Major Failures:** these are defined as failures or problems, which do affect the overall safety, security, or operation of the Airport. A major failure is defined as a hardware or software failure which is the responsibility of Contractor and which affects three (3) or more PPS equipment units or affects two (2) or more airlines. Any failure of the AODB or RMS software or hardware is considered a major failure (IV. Technical Specifications, E. Contractor's PPS Performance Requirements, 5. Major Failure, Repairs and Response Time. Such failure shall exclude any software configurations done by SFO.

A root cause analysis report of all Contractor's major system failures, including outages impacting more than one airline's shared use application, shall be submitted to SFO within two (2) days of the incident, and follow up reports if the root cause analysis is not complete within two (2) days.

21 Appendix B – Scope of Services, VIII. Technical Resource and As-Needed Professional Services, A. On-Site Technical Resource has been replaced in its entirety as follows:

A. On-Site Technical Resource. Beginning on August 1, 2020, Contractor shall provide an on-going, technical resource to SFO. The parties agree and acknowledge that this technical resource may provide services remotely provided that such technical resource is available for a weekly teleconference with City at a mutually scheduled time and for a mutually agreed duration. Such technical resource shall be available full time on-site upon mutual agreement of City and Contractor. City reserves the right to discontinue the services of the technical resource after a twenty-one (21) month period from August 1, 2020 upon ninety (90) days written notice to Contractor. If the resource is on-site, the City shall provide office space, including a telephone, internet connectivity, and parking. The activities planned for the technical resource include PPS application integration with the Airport Information Integration Solution. The resource shall provide technical services to develop direct data and service integration of PPS applications within the Airport's enterprise domain data structure. Notwithstanding the foregoing, the technical resource shall not alter the architecture or software code of the PPS solution without the approval of Contractor. The resource should have at least 5 years software development experience, be knowledgeable of the software architectures of the proposed products, and expertise with web services, message brokers, data hubs and implementing representational state transfer application program interface (Rest APIs). City may request Contractor to replace its On-Site Technical Resource, pursuant to Section 4.2 of the Agreement and Contractor shall not unreasonably deny.

22. Appendix C – Calculation of Charges, 3. On-Site Technical Resource has been replaced with the following:

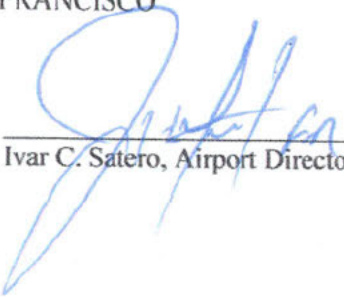
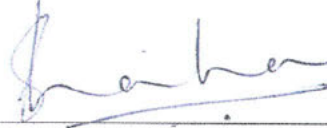
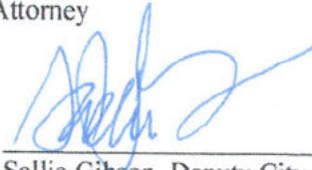
3. On-Site Technical Resource. Contractor will provide one On-Site Technical Resource as detailed in VIII. Technical Resource and As-Needed Professional Services, A. On-Site Technical Resource at a cost of \$19,715.58 per month for 21 months.

23. **Appendix D – Payment Schedule** has been amended to revise the amount of the Task Orders (paid according to the terms in the task order) from \$750,000 to \$1,518,907.82

24. **Effective Date.** Each of the changes set forth in this Modification shall be effective on and after the date of this Modification.

25. **Legal Effect.** Except as expressly changed by this Modification, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Modification as of the date first referenced above.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  Ivar C. Satero, Airport Director	 Authorized Signature
Approved as to Form: Dennis J. Herrera City Attorney	Printed Name HARIHAR SUBRAMANIAN, FINANCE DIRECTOR
By:  Sallie Gibson, Deputy City Attorney	Title SITA Information Networking Computing USA Inc.
Approved:	Company Name 0000030095 City Supplier ID
By:  (FOR) Sailaja Kurella, Acting Director of the Office of Contract Administration and Purchaser	3100 Cumberland Boulevard, Suite 900 Address Atlanta, GA 30339 City, State, ZIP (470) 439-7991 Telephone Number  Federal Employer ID Number