

**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 July 1, 2020, in San Francisco, California, by and between **South San Francisco Scavenger Co., 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 for the San Francisco International Airport (the "Airport" or "SFO") (as defined below); and
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On June 1, 2016, by Resolution No. 16-0168, the Commission awarded this Agreement to the Contractor for a five-year term, in the amount of \$8,817,488; and
- D. On November 5, 2019, by Resolution No. 19-0276, the Commission approved Modification No. 1 to the Agreement to increase the contract amount by \$982,512 for a new total not-to-exceed amount of \$9,800,000. Modification No. 1 also updated standard contractual clauses; and
- E. Due to the financial impacts that the Airport and City are currently experiencing as a result of the COVID-19 pandemic, City requested that all contractors with unit cost-based agreements reduce unit cost prices under their contracts, which will assist in maintaining the financial feasibility of Airport's continued procurement of Services under this Agreement, of acknowledged value to Contractor; and
- F. City and Contractor desire to administratively modify the Agreement on the terms and conditions set forth herein to amend Appendix B, South San Francisco Scavenger Company Inc. Bid Form and to update standard contractual language; and
- G. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 49939-15/16 on March 7, 2016; and
- H. The Contractor represents and warrants that it is qualified to perform the services required by City under this Agreement;

Now, THEREFORE, Contractor and City agree as follows:

1. Article 1. Definitions, 1.1 Agreement has been revised. The definition "Agreement" shall mean the Agreement dated July 1, 2016 between Contractor and City, as amended by:

Modification No. 1, dated November 5, 2019.

2. Article 1. Definitions is amended as follows:

a. **Section 1.11 Confidential Information** is hereby deleted in its entirety and replaced with **New Section 1.11 Confidential Information** to read as follows:

1.11 Confidential Information

1.11.1 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (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.*); the California Confidentiality of Medical Information Act (Civil Code § 56 *et seq.*); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of Part 164); and Administrative Code Chapter 12M (“Chapter 12M”).

1.11.2 “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.

1.11.3 “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.

3. Article 8. Termination and Default, Section 8.2.1(a), is hereby amended to include **Article 15. Data and Security** in the table of contractual provisions the breach of which shall constitute an immediate event of default under the Agreement.

4. Article 11. General Provisions, Section 11.19. Notification of Legal Requests, is hereby deleted in its entirety and replaced with **New Section 11.19. Notification of Legal Requests** to read as follows:

11.19 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 City Data or which in any way might reasonably require access to City Data, and in no event later than twenty-four (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.

5. Article 15. Data and Security, subsection 15.2.1 Access to City Data is hereby deleted in its entirety and replaced with **New subsection 15.2.1 Access to City Data** to read as follows:

15.2.1 Access to City Data. City shall at all times have access to and control of all 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.

6. Appendix B, South San Francisco Scavenger Company Inc. Bid Form, Service Item E and Summary are hereby deleted in its entirety and replaced with **New Service Item E and Summary** to read as follows:

Service Item E – Solid Waste Management Services for 2020-2021 Contract Year (Year 5) has been amended as follows, to reflect the reduction of unit cost rates beginning July 1, 2020 through the remainder of the contract term.

Routine Solid Waste Management Services to be provided, in accordance with the Services to be Provided, Attachment 3.1 of the IFB and service descriptions included in the Contract Documents, over the twelve (12) months period of Year five (5) for the estimated quantities of waste detailed below:

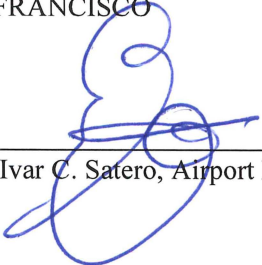
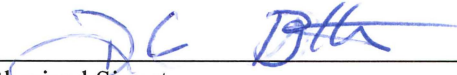
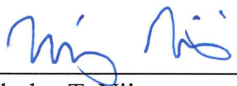
Item No.	Description	Estimated 2020-2021 Annual Quantity, Tons	Unit Cost or (Credit), Dollars/ton	Estimated 2020-2021 Total Annual Cost or (Credit) Dollars
E-1	Mixed Solid Waste	4,300		
	Cost in Numerals		\$163.00	\$700,900
	Cost in Words		One Hundred Sixty Three Dollars	Seven Hundred Thousand Nine Hundred Dollars
E-2	Compostable Solid Waste	2,000		
	Cost in Numerals		\$163.00	\$326,000.00
	Cost in Words		One Hundred Sixty Three Dollars	Three Hundred Twenty Six Thousand Dollars
	Source Separated Items (E-3 – E-9)			
E-3	Cardboard	1,700		
	Cost in Numerals		\$70.00	\$119,000.00
	Cost in Words		Seventy Dollars	One Hundred Nineteen Thousand Dollars
E-4	Wood	500		
	Cost in Numerals		\$123.00	\$61,500.00
	Cost in Words		One Hundred Twenty Three Dollars	Sixty One Thousand Five Hundred Dollars
E-5	Mixed Recyclables (Aluminum,	930		

	Glass, Plastics)			
	Cost in Numerals		\$50.00	\$46,500.00
	Cost in Words		Fifty Dollars	Forty Six Thousand Five Hundred Dollars
E-6	Mixed Paper	146		
	Cost in Numerals		\$50.00	\$7,300.00
	Cost in Words		Fifty Dollars	Seven Thousand Three Hundred Dollars
E-7	Scrap Metals	10		
	Cost in Numerals		\$0.00	\$0.00
	Cost in Words		Zero Dollars	Zero Dollars
E-8	Plastics	1		
	Cost or (credit) in Numerals		(\$500.00)	(\$500.00)
	Cost or (credit) in Words		(Five Hundred Dollars)	(Five Hundred Dollars)
E-9	Aluminum	1		
	Cost or (credit) in Numerals		(\$2,000.00)	(\$2,000.00)
	Cost or (credit) in Words		(Two Thousand Dollars)	(Two Thousand Dollars)
E-10	Mixed Solid Waste Sorting (sorted for compostable materials)	5,640		
	Cost in Numerals		\$197.00	\$ 1,111,080.00
	Cost in Words		One Hundred Ninety Seven Dollars	One Million One Hundred Eleven Thousand Eighty Dollars
	Totals for 2020-2021			
	Total Cost in Numerals			\$2,369,780.00
	Total Cost in Words			Two Million Three Hundred Sixty Nine Thousand Seven Hundred Eighty Dollars

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

8. 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  Douglas Butto
Approved as to Form: Dennis J. Herrera City Attorney	Printed Name President Title South San Francisco Scavenger Co., Inc. Company Name
By  Nicholas T. Niiro Deputy City Attorney	0000010706 City Supplier ID 500 East Jaime Court Address South San Francisco, CA 94080 City, State, ZIP 650-589-4020 Ext. 103 Telephone Number 95-2855906 Federal Employer ID Number