File No. 260507 **Committee Item No.** 3
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Budget and Finance Committee **Date** June 3,2026
Board of Supervisors Meeting **Date** _____

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OTHER **(Use back side if additional space is needed)**

☒	☐	AIR Commission Resolution No. 24-0120 and Memo 6/4/2024
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Completed by: Brent Jalipa **Date** May 28, 2026
Completed by: Brent Jalipa **Date** _____

[Airport Contract Modification - SITA Information Networking Computing USA, Inc. - Support of Airport's Shared Use Passenger Processing Systems - Not to Exceed $16,780,546]

Resolution approving Modification No. 1 to Contract No. 50354.01 with SITA Information Networking Computing USA, Inc., for support of Airport's Shared Use Passenger Processing Systems to extend the term for three years for a total term of July 1, 2024, through June 30, 2029 and increase the contract amount by $9,700,546 for a new contract amount not to exceed $16,780,546, pursuant to Charter, Section 9.118(b).

WHEREAS, On June 4, 2024, by Resolution No. 24-0120, the Airport Commission awarded the Contract No. 50354.01 ("Contract") to SITA Information Networking Computing USA, Inc. ("SITA") for Airport's Shared Use Passenger Processing Systems in an amount not to exceed $7,080,000 for a term of two years, ending on June 30, 2026, with one three-year option to extend, exercisable at the sole discretion of the Airport Commission; and

WHEREAS, On May 5, 2026, by Resolution No. 26-0096, the Airport Commission approved Modification No. 1 to the Contract to exercise the three-year option to extend the term to June 30, 2029, and increase the contract amount by $9,700,546 for a new total not-to-exceed amount of $16,780,546; and

WHEREAS, San Francisco Charter, Section 9.118(b) provides that the agreements entered into by a department, board or commission requiring anticipated expenditures by the City and County of ten million dollars or more, shall be subject to approval by the Board of Supervisors by Resolution; and

WHEREAS, Copies of Modification No. 1 are on file with the Clerk of the Board of Supervisors in File No. 260507; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby approves Modification No. 1 to Contract No. 50354.01 with SITA Information Networking Computing USA, Inc. to exercise the three-year option to extend the term to June 30, 2029, and increase the contract amount by $9,700,546 for a new total not-to-exceed amount of $16,780,546; and, be it

FURTHER RESOLVED, That within thirty (30) days of Modification No. 1 being fully executed by all parties, the Airport Commission shall provide the executed copies to the Clerk of the Board for inclusion into the official file.

Item 3 File 26-0507	Department: Airport

EXECUTIVE SUMMARY

Legislative Objectives

- The proposed resolution would approve the first modification to the Airport's contract with SITA Information Networking Computing USA, Inc. (SITA) to increase the not-to-exceed amount by $9,700,546 from $7,080,000 to $16,780,546 and to extend the term for three years for a new total term of July 1, 2024, through June 30, 2029.

Key Points

- The Airport selected SITA following a competitive solicitation process to support the Airport's existing Passenger Processing and Information Display System in the International Terminal and selected locations within domestic terminals. These systems include equipment and technologies that support airlines with tasks such as printing and scanning boarding passes and bag tags. Support for these systems includes hardware maintenance, system administration, and 24/7 monitoring of system and hardware performance.
- According to data provided by the Airport, SITA is meeting performance expectations.

Fiscal Impact

- The proposed resolution increases the not to exceed amount by $9,700,546 to a total of $16,780,546 to fund the three-year contract extension. The FY 2026-27 budget is approximately $3.2 million, and the contract is funded by the Airport operating budget.
- The contract reimburses SITA for allowable operating costs and pays a fixed management fee. The amendment increases hourly labor rates for most roles, while leaving the management fee unchanged at about $1.0 million per year.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of $10 million or more, or (3) requires a modification of more than $500,000 is subject to Board of Supervisors approval.

BACKGROUND

In July 2023, the Airport released a Request for Proposals (RFP) to select a vendor to support the Airport's Shared Use Passenger Processing Systems (PPS) in the International Terminal and selected locations within domestic terminals. The Passenger Processing Systems include equipment and technologies that support airlines with tasks like printing and scanning boarding passes and bag tags. The RFP defined support for these systems as hardware maintenance, system administration, and 24/7 monitoring of system and hardware performance.

After entering into negotiations with the top-scoring proposer in October 2023, Airport staff identified inconsistencies in the original RFP.[1] The Airport subsequently rejected all proposals and reissued a new RFP in December 2023. The reissued RFP clarified which cost items should be categorized as Direct Labor Costs and which should be included in the Monthly Management Fee within the Fee Proposal.

The proposals were evaluated based on: (a) project approach; (b) staffing plan; (c) staff qualifications; (d) firm qualifications; (e) transition plan; (f) communication, reports, and future innovation; (g) fee proposal; and (h) the oral interview. The Airport received three proposals, and all three met the minimum qualification requirements. The proposal from SITA Information Networking Computing USA, Inc. (SITA) received the highest score from the review panel consisting of a Customer Service Manager from United Airlines, an Airport Manager from Qantas Airways Limited, and a Data Analytics Manager who also serves as a Hearing Officer at the Airport. Exhibit 1 below shows the results from the RFP evaluation process.

[1] The Airport received two proposals in response to the original RFP, both of which met the minimum qualifications. The top-scoring proposer was SITA Information Networking Computing USA, and the other proposer was ServiceTec International Inc.

Exhibit 1: RFP Evaluation Process

Proposer	Written (Max 4,275 points)	Oral (Max 1,125 points)	Total (Max 5,400 points)
SITA Information Networking Computing USA, Inc.	3,625.70	566.00	4,191.70
ESP Global Services	3,381.00	522.00	3,903.00
ServiceTec International, Inc.	3,449.15	450.00	3,899.15

Source: AIR Memo, 2024.

Original Contract and Proposed Amendment

On June 4, 2024, the Airport Commission approved a contract with SITA for an amount not to exceed $7,080,000 to provide shared-use Passenger Processing Systems support services for an initial two-year term, with an option to extend the agreement for an additional three years. The original term commenced on July 1, 2024 and expires on June 30, 2026. Under the Contract, the services provided are Level 1 on-site support, which involves identifying, documenting, and resolving basic customer-facing issues, as well as performing routine maintenance on Passenger Processing Systems components such as workstations, printers, peripherals, and scanners.

On May 5, 2026, the Airport Commission approved an amendment to the contract extend the contract term through June 30, 2029, revise the scope of services, and increase the contract amount by $9,700,546, bringing the total not-to-exceed amount to $16,780,546 to ensure continued support for the shared-use passenger processing system.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the first modification to the Airport's contract with SITA to extend the term for three years for a new total term of July 1, 2024, through June 30, 2029 and increase the not-to-exceed contract amount by $9,700,546 from $7,080,000 to $16,780,546. The increase in the contract amount will be used to support hardware maintenance, system administration, and system monitoring at the Airport.

The Contractor, SITA, must deliver basic Level 1 technical support across the Airport on a 24/7 basis. This support includes monitoring the Airport's Passenger Processing Systems as well as related systems such as check-in kiosks, self-service bag drops, information display systems, baggage messaging, and baggage reconciliation systems. SITA serves as the system administrator for the Passenger Processing Systems and is responsible for managing and resolving trouble tickets; repairing or replacing faulty customer-facing hardware; responding to airline service requests; managing inventory and reporting on spare parts; ordering and tracking consumable supplies; and replenishing printing materials, bag tags, and boarding passes. Under this contract modification, the scope of work will be updated to reflect current vendor applications, installed hardware, and equipment quantities.

Exhibit 2 below provides a summary of the estimated equipment counts through October 2027 under SITA's contract for Passenger Processing Systems in the International Terminal, Terminal 1, Terminal 2, Terminal 3, and Garages and Hotels at the Airport.

Exhibit 2: Equipment Counts (estimated through October 2027)

	Terminal 1	Terminal 2	Terminal 3	ITB	Garages/Hotel	TOTAL
Total Passenger Processing Equipment	1,006	584	289	1,909	0	3,788
Total Information Displays (ID)	713	354	395	820	94	2,376
Total Equipment	**1,719**	**938**	**684**	**2,729**	**94**	**6,164**
July 2024 Total	1,568	1,111	177	2,683	34	5,573
Change	**151**	**-173**	**507**	**46**	**60**	**591**
% Change	9.6%	-15.6%	286.4%	1.7%	176.5%	10.6%

Source: Modification No. 1, SITA Information Networking Computing USA Inc., May 5 2026.

As shown above, the total equipment to be supported by SITA staff is expected to increase by 591, or 10.6 percent, from 5,573 in July 2024 to 6,164 in October. The increase is driven by increases in equipment in Terminal 3.

Performance Monitoring

The agreement includes service level metrics that the contractor is expected to meet. Airport staff review monthly reports on topics such as asset inventory, hardware, and service tickets. Airport staff provided data on three service metrics by month over the term of the contract. Exhibit 3 below summarizes those measures. According to Airport staff, there are no outstanding performance issues.

Exhibit 3: Service Level Metrics

Service Level Metric	Goal	FY 2024-25	FY 2025-26 Jul - Apr
Mean Time to Acknowledgement of Open Ticket is within 3 min.	n/a	93%	92%
Mean Time to Arrival at site of incident is within 12 min	n/a	91%	99%
Percent of all SFO Help Desk Tickets resolved timely based on ticket priority	98%	98%	98%

Source: Airport

FISCAL IMPACT

The proposed resolution increases the not to exceed amount by $9,700,546 to a total of $16,780,546 to fund the three-year contract extension. Exhibit 4 below shows the contract budget by year, which is funded by the Airport's operating budget.

The budget is increasing by 7.6 percent in FY 2026-27 compared to FY 2025-26 due to underspending in FY 2024-25 (as discussed below) and contingencies in FY 2026-27 for supplies such as paper that vary based on passenger traffic at the airport. The FY 2027-28 budget is increasing by 14.1 percent relative to FY 2026-27 due to equipment purchases associated with the opening of check-in areas in Terminal 3.

Exhibit 4: Contract Budget

	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	Total
Labor & Other Direct Cost	$1,428,624	$1,599,111	$1,848,000	$2,194,500	$2,310,000	**$9,380,236**
Management Fee	1,000,896	1,000,896	1,000,896	1,000,896	1,000,896	**5,004,480**
Consumables*	402,379	340,625	230,400	316,800	345,600	**1,635,804**
Contingency (5%)		64,803	153,965	175,610	365,650	**760,028**
Total	**$2,831,899**	**$3,005,435**	**$3,233,261**	**$3,687,806**	**$4,022,146**	**$16,780,546**

Source: Airport

*Consumables are supplies such as paper that vary based on passenger traffic at the Airport

As shown above, the majority of the budget growth over the extension period is driven by rising Labor and Other Direct Costs, which increase from approximately $1.6 million in FY 2025-26 to $2.3 million by FY 2028-29.

Under the contract, SITA is reimbursed for eligible expenses and receives a fixed management fee. The amended contract increases the estimated annual amount for consumables, parts, and

materials from $300,000 to $500,000 and increases the hourly labor rates for most positions. The amended contract maintains the existing annual management fee, which is approximately $1.0 million.

Contract Spending

Of the existing contract amount of approximately $7.1 million, the Airport projects $5.8 million will be spent through June 2026, with $1.3 million remaining to partially fund the extended term. According to Airport staff, underspending in the existing term is due to delays in the opening of passenger processing equipment on the north side of Terminal 2, which resulted in underspending on equipment and supplies, such as paper.

RECOMMENDATION

Approve the proposed resolution.

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Ricardo Valle
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DocuSigned by:
Enrique Guadianos
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DocuSigned by:
Eva Cheong
FC16F390CF99410...
DocuSigned by:
Jeff Littlefield
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City and County of San Francisco
Airport Commission
P.O. Box 8097
San Francisco, California 94128

Modification No. 1
Ct No. 50354.01
PeopleSoft Ct ID 1000033048

THIS FIRST MODIFICATION ("Modification No. 1") is made as of May 5, 2026, 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 (the "Commission").

Recitals

A. The Airport Commission ("Department" or "Commission") wishes to contract for hardware maintenance, system administration, and system monitoring for the Common Use Passenger Process Support Services at the San Francisco International Airport (the "Airport"); and

B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and

C. On June 4, 2024, by Resolution No. 24-0120, the Commission awarded this Agreement to the Contractor for the initial term of July 1, 2024 to June 30, 2026 in an amount not-to-exceed $7,080,000; and

D. City and Contractor wish to modify the Agreement through Modification No. 1 to increase the amount of the Agreement by $9,700,546 for a new not-to-exceed amount of $16,780,546, exercise the option to extend the contract term to June 30, 2029, update the Scope of Services, and update standard contractual language; and

E. This Modification is consistent with an approval obtained from City's Airport Commission under 26-0096 approved on May, 5, 2026 in the amount of $9,700,546 for a new not-to-exceed contract amount of $16,780,546, and to exercise the first option to extend the contract term to June 30, 2029; and

F. This Modification is consistent with an approval obtained from the City's Board of Supervisors under approved on in the amount of $9,700,546 for a new not-to-exceed contract amount of $16,780,546, and to exercise the first option to extend the contract term to June 30, 2029; and

G. The Local Business Enterprise ("LBE") subcontracting participation requirement for this Agreement is 8%; and

H. This Modification is consistent with an approval obtained on July 17, 2023 from the Civil Service Commission under PSC number DHRPSC0004208 which authorizes the award of multiple

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agreements, the total value of which cannot exceed $46,000,000 and the individual duration of which cannot exceed 175 months; and

I. The Department has filed Ethics Form 126f4 (Notification of Contract Approval) because this Agreement, as amended herein, has a value of $100,000 or more in a fiscal year and will require the approval of the Board of Supervisors.

Now, THEREFORE, the parties agree as follows:

Article 1 Preface

The following definitions shall apply to this Modification:

1.1 **Agreement.** The term "Agreement" shall mean the Agreement dated June 26, 2024 between Contractor and City, as amended by the:

1.2 **Other Terms.** Terms used and not defined in this Modification shall have the meanings assigned to such terms in the Agreement.

1.3 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12P (Minimum Compensation), 12Q (Health Care Accountability), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 111 (Minimum Compensation), 121 (Health Care Accountability), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12P, 12Q, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 111, 121, and 151, respectively.

1.4 **Open For Business Legislative Changes.** In October 2025, San Francisco enacted legislation that reduced obligations City places on contactors. These changes went into effect January 1, 2026. Articles 141 and 142 were repealed, to the extent those conditions appear in this Agreement, they should be treated as nullified. The dollar value threshold for application for Administrative Code Chapters 12F, 12N, 12L, 12Y, and 101 and Labor and Employment Code Article 151 were increased. If the Agreement is valued at less than $230,000, 12N, 12Y and 101 are not in effect. If the Agreement is valued at $230,000 or less, 12F and 151 are not in effect. If the Agreement is valued at less than $1,000,000, Chapter 12L is not in effect. Any clause in the Agreement concerning a condition referenced above that is not in effect shall be treated as nullified.

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Appendix A, Scope of Services, Section 1.0, Background, Table 1 -Terms and Acronyms,** of the Agreement is amended to include the following:

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Acronym	Full Phrase	Brief Description
PID	Passenger Information Display	An information display on AirTrain platforms providing train information.

2.2 **Appendix A, Scope of Services, Section 2.1.5, Information Display System,** is hereby replaced in its entirety as follows:

2.1.5 *Information Display System*. The Airport has an Information Display System (IDS), which is a multi-functional display system supporting all types of display requirements including interface with multiple systems (e.g., Ground Transportation, AirTrain system, Queue Management, native Airline Application). In addition to providing flight and baggage information to the traveling public, the IDS supports ADA requirements for broadcasting public messaging information to the traveling public in a visual format, visual paging, as a supplement to the audio broadcast system provided by others. This information includes public announcements, personal pages, and flight information specific to individual gate areas. The IDS has the capability of supporting commercial advertising, news broadcasts, full motion video displays, transportation information and wayfinding displays.

2.3 **Appendix A, Scope of Services, Section 3.1, Existing Application Vendors, Table 3** is hereby replaced in its entirety as follows:

Table 1 - Existing Application Vendors (as of January 2026)

Technology	Vendor
Airport Management Solution (AMS) includes Airport Operational Database (AODB) and Resource Management System (RMS)	SITA
Information Display System (IDS)	SITA
Passenger Processing System (PPS)	SITA
Common Use Self Service Kiosks (CUSS)	SITA (T1) and IER (ITB)
Brock (Baggage Message Broker)	Brock
Baggage Reconciliation System	Brock
AirTrain System (API)	Alstom
Bay Area Rapid Transit (BART) API	BART

2.4 **Appendix A, Scope of Services, Section 3.2, Hardware Installed,** is hereby replaced in its entirety as follows to read as follows:

3.2 Hardware Installed.

As technology requires, existing PPS equipment will be replaced, and new equipment will be added. PPS Support Contractor shall maintain any new or replaced PPS equipment. Location and counts of the existing devices are provided in Table 4 – Equipment Counts.

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The following is a summary of existing hardware:

3.2.1 *Shared Use Check-In Counter and Gate Workstations and Peripherals* include the following:

- CUTE Workstations
  - SITA CUTE 800 G5 SFF, Intel Core I5,16GB, 512 SSD
  - HP EliteDisplay E190i LED MNT
- MSR/OCR Device
  - DESKO MSR/OCR IDenty chrom w/5-year warranty
- ATB Printers
  - Fujitsu F9870 General Purpose Printer with Tray and Stacker for boarding pass printing
- Bag Tag Printers
  - Fujitsu F9870 General Purpose Printer with Roll Stand for Bag Tag Roll
- DCP Printers
  - Okidata Microline ML320T 9 dot matrix printer
  - HP LaserJet Pro M402
- Boarding Gate Readers
  - DESKO BGR 504 Pro w/patch cord adapter
- Laser Scanner
  - Honeywell 1900G handwand w/USB connector

3.2.2 *CUSS Kiosks*

3.2.2.1 The CUSS Kiosks in ITB are based on the IER919 kiosk hardware components and installed in a set of six (6) kiosks in a custom desk design manufactured by IER. There are currently 102 CUSS kiosk units mounted in 17 desks located in the ITB. The specs on the IER919 are:

- Screen /Touchscreen
  - 17-inch flat TFT, wide angle, LCD color display
  - 1280 x 1024 pixels, 300 cd
  - Dual Touch option
  - Surface acoustic wave or PCAP option.
- Personal Computer (PC)
  - Industrial PC board with 250 GB hard drive
  - I3 processor 4GB RAM with 64bits OS (8GB extension available)
  - Windows 10 pro
  - Dual 10/100 base Tx fast Ethernet connections
  - TCP/IP protocol.
- Card Readers
  - Manual DIP hybrid ISO 3 track magnetic and smart card reader
  - IER 602 for RF contactless card reader.
- Boarding Pass Printer (GPP – General purpose printer)
  - Wide Format 2D barcode
  - Printing: 300 dpi thermal direct 1D/2D barcoded printing (i.e., Code 39, 128 PDF 417)
  - Width: 203.2 mm / 8 in
  - Length: 82.5 mm (3.24 in) (for other lengths, please contact IER)
  - Paper thickness: 80 – 120 g

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  - Automatic cutter
  - Print speed: 50 mm/sec (2 in/sec) (Prints boarding pass in less than 2 sec)
  - Paper stock - Paper low detection
  - 2500 ATB size, roll stock.
- Barcode Reader
  - CCD matrix 1D/2D barcode imager
  - Omni-directional scanning
  - 2D barcodes: PDF 417, Data matrix, Aztec and QR Code
  - 1D barcodes, Code 128, Code 39, Interleaved 2 of 5, UCP/EAN, Codabar.
- Passport Scanner
  - Passport and Barcode Reader
  - Full page OCR and full-text scanner with RF option for e-passport (in Belt).
- Bag Tag Printer
  - Dual IER 400 model with cut and hold device
  - IATA CUSS standard 21 in bag tag
  - Roll stock (up to 250 mm diameter).
- Payment Module
  - EMV Chip & Pin PCI PED 3.x.
- Power Supply
  - 110/230 VAC, 50/60 Hz
  - UPS (110 or 220 VAC).

3.2.2.2 The CUSS Kiosks in T1 and T2 are provided by SITA. Eighty-four (84) kiosks are located in T1 and fifty-eight (58) kiosks are in T2. The SITA CUSS kiosk specifications are:

- On-Board CPU
- Minimum CUSS V1.4
- Windows 10 Pro Operating System
- Airline Check-in Virtualization
- Full-page E-Passport scanner
- Minimum 17" diagonal Touch Screen display
- Minimum 3-track encrypted magnetic strip reader (MSR) (The magnetic stripe reader and EMV functionality is provided in a single device.)
- Barcode Reader
- Three printers: One Boarding Pass printer and two Bag Tag Printers (Approximately 28 BTPs are Radio-Frequency Identification (RFID) BTPs.)
- USB 3.0 Ports
- Europay, MasterCard® and Visa® (EMV) for Chip & Pin Payment, and NFC payment device.
- ADA Compliant accessibility keypad with integrated audio jack
- 802.11 a/b/c/n/g Wi-Fi Connectivity
- Overhead Biometric Housing (Camera not included)

3.2.3 Information Display System.

3.2.3.1 The existing displays include SHARP Professional (P) Series monitors rated for 24x7 operation and minimum 1920x1080 resolution in 43”, 46” and 55” size as well as LG Business

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Solutions 88” with a minimum 3,840x1080 resolution Minimum display brightness of information displays installed shall be 700 NITS.

3.2.3.2 Existing Manufacturers are:

- SHARP Display Solutions Professional (P) Series
- Daktronics LED Displays
- LG Business Solutions

3.2.3.3 Existing Digital Device Controllers are Dell OptiPlex 3000 Micro desktop as follows:

- Intel Core Ultra 5-235T (13 TOPS NPU, 14 cores, up to 5.0GHz)
- 32 GB: 1 x 32 GB, DDR5, up to 5600 MT/s, non-ECC
- 512 GB Solid State Drive TLC
- Windows 11 IoT

3.2.4 BRS Handheld Baggage Scanners are:

- Motorola MC9200 Wireless Mobile Computer, MC92NO-G series

3.2.5 SITA Smart Path Self-Bag Drop (for both Standard and Hybrid) includes:

- CUSS V1.4, IATA compliant
- Interface with Airport CUTE/CUSS software system/platform
- CUPPS certified platform
- Onboard CPU, Windows 10 Operating System
- Passenger facing touchscreen, E-passport reader ready, paper and mobile device boarding pass reader
- Biometric face recognition equipped for future DSA ID verification system
- 3-track encrypted Magnetic Stripe Reader (MSR) payment
- Near Field Communication (NFC) payment
- Two passenger facing barcode bag tag printers
- One thermal boarding pass printer
- Remote monitoring system to track system status
- Take away bag belts and integrated luggage weight scale

Table 4 – Equipment Counts (estimated through October 2027)

PPS EQUIPMENT	ITB	T1	T2	T3	GARAGES / HOTEL/MISC	TOTAL
CUTE Workstations	475	187	123	49	0	834
CUSS Kiosks	102	84	58	48	0	292
Passport Readers (OCR/MSR/MPR)	248	145	104	48	0	545
Bag Tag Printers (BTP)	226	125	81	48	0	480
Boarding Pass Printers (ATP)	263	111	78	48	0	500

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Handwand Terminal Scanners (LSR)	261	153	97	48	0	559
Handheld Bag Scanners (for BHS)	89	49	0	0	0	138
General Printers (DCP)	95	70	17	0	0	182
Boarding Gate Readers (BGR)	55	38	15	0	0	108
Biometric Exit FacePods	87	19	11	0	0	117
Self Bag Drop (Standard)	0	15	0	0	0	15
Self Bag Drop (Hybrid)	0	10	0	0	0	10
Enhanced Passenger Processing	8	0	0	0	0	8
TOTAL PPS EQUIPMENT	**1909**	**1006**	**584**	**289**	**0**	**3788**
IDS DISPLAYS	**ITB**	**T1**	**T2**	**T3**	**GARAGES / HOTEL/MISC**	**TOTAL**
Flight Info (FIDS)	246	232	96	187	84	845
Counter Info (CIDS)	227	150	57	6	0	440
Baggage Info (BIDS)	92	23	31	65	0	211
Gate Info (GIDS)	109	137	38	52	0	336
Wayfinding (WF) & Dashboard Master Clocks	10	59	34	14	0	117
Visual Paging (VP)	63	29	32	27	0	151
Curbside (Outdoor IDS)	0	18	10	7	0	35
Info Booth	11	2	1	2	0	16
LED	6	0	36	0	0	42
Ramp Info (RIDS)	28	43	4	7	0	82
Security Checkpoints (TSA info. and Xovis)	12	10	6	18	0	46
AirTrain (PIDS)	10	10	9	10	10	49
MISC. (Marketing, Lab, Maint, etc.)	6	0	0	0	0	6
TOTAL DISPLAYS	**820**	**713**	**354**	**395**	**94**	**2376**

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2.5 **Appendix C, Calculation of Charges, Section 1, the second and third tables regarding Direct Labor Costs Per Employee for Front Line Staff and for Supervisor Staff,** are hereby replaced in the entirety to read as follows:

Front Line Staff					**Note costs per hour **OR** per month based on what will actually be paid on an employee's behalf*													
Position Title	**No. of Full-Time Positions**	**Hourly Wage (paid to employee)**	**Number of Paid Days Off**	**Health Plan Type (Select Plan Type)**	**Hourly Health**	**Monthly Health**	**Hourly Dental**	**Monthly Dental**	**Hourly Vision**	**Monthly Vision**	**Hourly Retirement**	**Monthly Retirement**	**Monthly Workers Compensation**	**Monthly Payroll Tax Costs**	**Monthly Life Insurance**	**Monthly Disability**	**Other Costs/ Benefits Paid to Employee (itemized)**	**Total Hourly Labor Cost**
1. Standard Technician	9	$24.68	23+	EE Only		$1,464.41		$0.00		$0.00		$0.00	$442.00	$374.55	$6.61	$24.33	$0.00	$39.13
				EE + 1		*$0.00*		*$0.00*		*$0.00*		*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	
				EE + 2		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
2. Senior Technician	5	$29.25	23+	EE Only		$1,464.41		$0.00		$0.00		$0.00	$442.00	$374.55	$6.61	$24.33	$0.00	$34.55
				EE + 1		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
				EE + 2		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
3. LBE Technician	1	$30.74	15	EE Only	$4.31		$0.00		$0.00		$0.00		$108.16	$432.10	$0.00	$0.00	$0.00	$38.43
				EE + 1	$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	
				EE + 2	$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	

Supervisor Staff					**Note costs per hour **OR** per month based on what will actually be paid on an employee's behalf*													
Position Title	**No. of Full-Time Positions**	**Hourly Wage (paid to employee)**	**Number of Paid Days Off**	**Health Plan Type (Select Plan Type)**	**Hourly Health**	**Monthly Health**	**Hourly Dental**	**Monthly Dental**	**Hourly Vision**	**Monthly Vision**	**Hourly Retirement**	**Monthly Retirement**	**Monthly Workers Compensation**	**Monthly Payroll Tax Costs**	**Monthly Life Insurance**	**Monthly Disability**	**Other Costs/ Benefits Paid to Employee (itemized)**	**Total Hourly Labor Cost**
				EE Only	$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	
1. Supervisor	0.5	$54.23	30	EE + 1	*$19.35*		*$0.36*		*$0.04*		*$3.25*		*$24.44*	*$668.49*	*$63.38*	*$37.71*	*$8.95*	*$82.19*
				EE + 2	$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	
2. Lead Technician Level 1	2	$32.00	23+	EE Only		$1,464.41		$0.00		$0.00		$0.00	$442.00	$374.55	$6.61	$24.33	$0.00	$46.45
				EE + 1		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
				EE + 2		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
3. Lead Technician Level 2	2	$34.00	23+	EE Only		$1,464.41		$0.00		$0.00		$0.00	$442.00	$374.55	$6.61	$24.33	$0.00	$48.45
				EE + 1		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
				EE + 2		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
4. LBE Supervisor	1	$34.86	18	EE Only	$5.50		$0.00		$0.00		$0.00		$108.16	$486.74	$0.00	$0.00	$0.00	$44.08
				EE + 1	$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	
				EE + 2	$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	

2.6 **Appendix C, Calculation of Charges, Section 2, Consumables Parts and Materials, "Estimated Annual Amount"** is hereby increased to $500,000.

Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 **Article 1 Definitions.** *The following definitions are hereby added to the Agreement in Article 1 Definitions. If the terms are currently defined in the Agreement, then the included terms below supersede and expressly replace the existing definitions:*

"Artificial Intelligence" or "Artificial Intelligence Model" means an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments.

"Artificial Intelligence System" means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

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"City Data" means that data as described in Article 15 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of City in connection with this Agreement. City Data includes, without limitation, Confidential Information. City Data does not include Contractor Data. "Contractor Data" means that anonymous or anonymized data that is created from the use of the equipment, software or services provided by Contractor under this Agreement that relates to or is the performance of Contractor-provided Software systems or Services, i.e. number of passengers processed using a passenger processing system or the number of service tickets or reports. Contractor Data does not include City Data.

"Deliverable Data" means any data that is required to be delivered to City as a Deliverable, or as a part of a Deliverable, under this Agreement.

"Documentation" means the technical publications relating to the use of the Licensed Software, such as reference, installation, administrative and programmer manuals, provided by Contractor to City.

"Generative Artificial Intelligence" means artificial intelligence that can generate derived synthetic content, such as text, images, video, and audio, that emulates the structure and characteristics of the artificial intelligence's training data.

"Personal Identifiable Information (PII)" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal information includes, but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular individual or household as further defined in the California Consumer Privacy Act.

"Software" or "Application" or "Software System" or "System," whether capitalized or non-capitalized, means one or more of the proprietary computer software programs identified in Appendix A, all related materials, Documentation, all corrections, patches or updates thereto, and other written information received by City from Contractor, whether in machine-readable or printed form.

3.2 **Article 2 Term of the Agreement.** The term of this Agreement shall commence on July 1, 2024 and expire on June 30, 2029, unless earlier terminated as otherwise provided in this Agreement.

3.3 **Article 3, Compensation, 3.3.1 Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediately preceding month, unless a different schedule is set out in Appendix C, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Sixteen Million Seven Hundred Eighty Thousand Five Hundred Forty Six Dollars ($16,780,546) which includes $500,000 for as-needed services. The breakdown of charges associated with this Agreement appears in Appendix C, "Calculation of Charges." In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

3.4 **Section 11.2.1, RESERVED (Compliance with Laws Requiring Access for People with Disabilities,** *is hereby added to the Agreement:*

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11.2.1 **RESERVED (Web and Mobile Content Accessibility).**

3.5 **Section 12.9 Airport Commission Cyber Security Requirements** is hereby added to the Agreement:

12.9 **Airport Commission Cyber Security Requirements.**

12.9.1 Should the Services provided under this Agreement require Contractor to access Airport information systems residing within Airport managed networks, Contractor shall use the Airport's VPN solution to access such Airport systems and is prohibited from implementing any other remote access solution without the express written permission of the Airport's Chief Information Security Officer.

12.9.2 For the purposes of this Agreement, known exploitable vulnerabilities ("KEV"), as that term is defined by the Department of Homeland Security Cybersecurity & Infrastructure Security Agency ("DHS/CISA"), and all software on the DHS/CISA Known Exploited Vulnerabilities Catalog ("KEV catalog"), shall be designated as a "high risk" or "critical" vulnerability

12.9.3 All software used with information technology that is used by Contractor in the creation or delivery of the Services provided under this Agreement shall be maintained in accordance with DHS/CISA guidelines for said software and information technology as follows:

- Critical vulnerabilities associated with internet-facing services must be remediated within eight hours of being both published in the KEV catalog and identified as applicable by Contractor to the services provided hereunder, and critical vulnerabilities in all other information technology must be remediated within three business days of being both published and identified as applicable by Contractor to the services provided hereunder.
- High risk vulnerabilities associated with internet-facing services must be remediated within three days of being published in the KEV catalog, and high-risk vulnerabilities in all other information technology must be addressed within fourteen business days of being published.
- For the purposes of this section, "remediation" means to "reduce the significant risk of KEVs as these terms are used by DHS/CISA in relationship to the KEV catalog. For further clarification, remediation as used in this section is broadly interpreted to include any prompt consultation with the City, determining next steps in consultation between Contractor and City, such as, and without limitation, patching, temporarily disabling a vulnerable service until a patch is created, and/or other measures.
- Depending upon the specific circumstances relating to how the software associated with this Agreement is used, it is possible that a critical or high-risk vulnerability might not be exploitable. Should that be the case, the Contractor may provide written notice to these circumstances to meet these remediation requirements for City's review.

12.9.4 For software and services managed by the Contractor, Contractor is required to notify the Airport Chief Information Security Officer of any known or suspected software vulnerabilities that, if exploited, could adversely impact the software and services being provided under this Agreement.

12.9.5 Contractor shall comply with City's requirements for Cybersecurity Risk Assessment as outlined in the OCA Technology Purchasing Handbook (which may be found at: https://www.sf.gov/sites/default/files/2022-10/OCA%20Technology%20Purchasing%20Guidelines%20v13.1_9-30-22.pdf, and, where applicable under such handbook, provide the Airport Chief Information Security Officer with a completed City

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Cyber Risk Assessment Questionnaire or SSAE 18 SOC-2 Type 2 report prior to the effective date of this Agreement and at least annually thereafter.

3.6 **Article 13 Data and Security.** *Article 13 is hereby replaced in its entirety to read as follows:*

13.1 **Nondisclosure of Private, Proprietary or Confidential Information.**

13.1.1 **Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 **City Data; Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data, which may include proprietary or Confidential Information that if disclosed to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information. Notwithstanding the foregoing provisions of this Section 13.1.2, Contractor is licensed to use City Data to report industry statistics regarding the performance and usage of Contractor's Software systems, provided that any such use of City Data to report industry statistics is in the aggregate, is not specific to the Airport or any person, is fully anonymized, and is in compliance with applicable federal, state and local data privacy laws and regulations . Contractor hereby grants a non-transferable, perpetual license to City to use Contractor Data for City's internal and operational purposes only. Contractor Data is Confidential Information of Contractor and such must be held in confidence consistent with this Section 13.1.2, subject to Section 11.4 (Sunshine Ordinance) of this Agreement.

13.2 **Payment Card Industry ("PCI") Requirements.** Contractors providing services and products used to process, transmit or store cardholder data and/or connect with the cardholder data environment ("CDE"), as that term is defined under the Payment Card Industry Data Security Standard ("PCI DSS"), are required to support City by ensuring services and products deployed in accordance with vendor instruction will not prevent the City from implementing controls mandated by PCI DSS requirements and are subject to the following requirements:

13.2.1 To the extent Contractor is deemed to be a Service Provider, as that term is defined by the PCI DSS, Contractor shall provide the City with a copy of a valid, compliant and executed Attestation of Compliance ("AOC") and the associated, unredacted Report on Compliance ("ROC") applicable to the products and /or services being provided under this Agreement prior to the effective date of this Agreement and at least annually thereafter.

13.2.2 The Contractor who processes, stores, or transmits cardholder data on behalf of City shall comply with evolving payment brand specifications and with security programs such as and without limitation Visa Cardholder Information Security Program ("CISP") and MasterCard Site Data Protection ("SDP") programs.

13.2.3 The Contractor who provides products and services used to process, store, or transmit payment card data shall maintain ongoing compliance with the PCI DSS and provide the City with a copy of an unredacted, valid, compliant and executed ROC and-Attestation of

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Compliance ("AOC") applicable to the products and /or services being provided under this Agreement prior to the effective date of this Agreement and at least annually thereafter.

13.2.4 To the extent Contractor utilizes any third-party services (e.g. third-party service providers) to fulfil any or all of Contractor's compliance activities under PCI-DSS, the Contractor's unredacted ROC shall clearly delineate all said services and provide evidence that said third-party services are themselves fully compliant with PCI-DSS.

13.2.5 As required under PCI DSS, Contractor shall document and maintain "business as usual" activities as part of their overall cyber-security strategy and make this documentation available for review by the Airport's cyber-security team.

13.2.6 Contractor is required to keep all software under their purview properly patched in accordance with PCI requirements, vendor recommendations, and Department of Homeland Security Cybersecurity & Infrastructure Security Agency ("DHS/CISA") guidance.

13.2.7 For the purposes of this Agreement, KEV, as that term is defined by DHS/CISA, and all software on the DHS/CISA Known Exploited Vulnerabilities Catalog ("KEV catalog"), shall be designated as a "high risk" or "critical" vulnerability, as that term is used within the most current version of PCI DSS and all relevant PCI DSS sub-requirements.

13.2.8 Unless otherwise agreed to by the City, all costs associated with Contractor efforts to establish and maintain ongoing compliance with PCI DSS are the sole responsibility of the Contractor.

13.2.9 Contractor shall not delegate, novate, or assign any of its PCI compliance obligations without the written approval of the City.

13.2.10 **Bank Accounts.** Collections that represent funds belonging to City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

13.3 **Reserved (Business Associate Agreement).**

13.4 **Management of City Data.**

13.4.1 **Use of City Data.** Contractor agrees to hold City Data received from, or created or collected on behalf of, City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by City. Any work by Contractor or its authorized subcontractors using, or sharing or storage of, City Data outside the United States is subject to prior written authorization by City. Access to City Data must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. City Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. Contractor is provided a limited non-exclusive license to use City Data solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use, provided, however, that no City Data may be used by Contractor to train, modify or improve any Artificial Intelligence Systems or Models without City's prior written consent, which may be withheld or withdrawn at City's sole discretion. Nothing herein shall be construed to confer any license or right to City Data, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data 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 and/or machine learning from the

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data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any purpose that is not explicitly authorized other than security or service delivery analysis.

13.4.2 **Use of Generative Artificial Intelligence in Deliverables.** Contractor shall not use Generative Artificial Intelligence tools to generate deliverables that incorporate PII without City's prior written consent. Notwithstanding the foregoing, Contractor may use commercially available GenAI tools for internal productivity purposes, provided that no PII is input into such tools and the tools are not free versions but rather are properly purchased enterprise subscriptions paid for by the Contractor. Contractor represents and warrants to City that Deliverables will not be developed in a manner that conflicts with the City's rights in and to the Deliverables under Article 11, "Rights in Deliverables," or the City Data confidentiality and security requirements under Article 13, "Data and Security," of this Agreement.

13.4.3 **Disposition of City Data.** Except as otherwise provided for in this Agreement, upon City's request, termination or expiration of this Agreement, or the expiration of any required document retention period or litigation hold, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all City Data given to, or collected or created by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that the City Data has been successfully transferred to City, Contractor shall, within ten (10) business days, securely dispose, clear, purge, and/or physically destroy, all copies of all City Data from its servers, files, hosted environments used in performance of this Agreement (including subcontractors' environments), work stations used to process or produce the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such secure disposal occurred within five (5) business days of the disposal. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.5 **Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to City Data and any derivative works of City Data is the exclusive property of City.

13.6 **Loss or Unauthorized Access to City's Data; Security Breach Notification.** Contractor shall comply with all applicable laws that require the notification to individuals in the event of unauthorized release of PII or other event requiring notification. Contractor shall notify City of any actual or reasonably suspected exposure or misappropriation of City Data (any "Leak") without undue delay, but no more than (48) forty-eight hours after reasonably suspected. Contractor, at its own expense, will reasonably cooperate with City and law enforcement authorities to investigate any such Leak and to notify injured or potentially injured parties. The remedies and obligations set forth in this subsection are in addition to any other City may have. City shall conduct all media communications related to such Leak.

13.7 **Cybersecurity Risk Assessment.** If a Cybersecurity Risk Assessment ("CRA") was required before entering the Agreement, Contractor must complete an annual CRA to demonstrate that it has maintained the data privacy and information security program required for City contractors. The CRA shall be limited to Contractor's security controls, procedures, systems, and environments to the extent they relate directly to the services provided under this Agreement, and shall not require disclosure of information unrelated to such services. Any CRA activities and all information reviewed shall remain subject to the confidentiality obligations of the Agreement.

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City shall provide Contractor with no less than thirty (30) days' prior notice of any CRA requirements, unless earlier notice is required due to exceptional circumstances.

If Contractor does not satisfactorily complete an annual CRA, the City shall have the right, without further obligation or liability to Contractor, to terminate this Agreement or exercise any of its other remedies hereunder. Any failure by Contractor to comply with this Section shall be a material breach of this Agreement.

Article 4 Effective Date

Each of the modifications set forth in this Modification shall be effective on and after the date of this Modification".

Article 5 Legal Effect

Except as expressly modified by this Modification, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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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: _____ Mike Nakornkhet, Airport Director Attest: By: _____ Kantrice Ogletree, Director Commission Affairs Resolution No: 26-0096 Adopted on: May 5, 2026 Approved as to Form: David Chiu City Attorney By: _____ Christopher Stuart, Deputy City Attorney Approved: Sailaja Kurella Director of the Office of Contract Administration, and Purchaser By: _____	SITA INFORMATION NETWORKING COMPUTING USA INC. Signed by: Rishi Ramano AA75A1BA5C8A489... Authorized Representative Rishi Ramano, Regional CFO 600 Galleria Parkway SE, Suite 1000, Atlanta, GA 30339 770-850-4500 DS City Supplier Number: 0000030095

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

Agreement between the City and County of San Francisco and

SITA Information Networking Computing USA Inc.
Contract No. 50354.01

This Agreement is made this 26th day of June, 2024, in the City and County of San Francisco, State of California, by and between: SITA Information Networking Computing USA Inc. (the "Contractor") and the City and County of San Francisco, a municipal corporation (the "City"), acting by and through its Airport Commission (the "Commission").

Recitals

A. The Airport Commission ("Department" or "Commission") wishes to contract for hardware maintenance, system administration, and system monitoring for the Common Use Passenger Process Support Services at the San Francisco International Airport (the "Airport"); and

B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and

C. On December 22, 2023, the Commission issued a Request for Proposals ("RFP") procured as required by San Francisco Administrative Code ("Administrative Code") Section 21.4 and as a result of the selection process prescribed in the RFP and upon the recommendation of the Airport Director, the Commission determined that the Contractor was the qualified proposer receiving the highest evaluation score; and

D. On June 4, 2024, by Resolution No. 24-0120, the Commission awarded this Agreement to the Contractor for the initial term of July 1, 2024 to June 30, 2026 in an amount not-to-exceed $7,080,000; and

E. The Local Business Enterprise ("LBE") subcontracting participation requirement for this Agreement is 8%; and

F. The Contractor represents and warrants that it is qualified to perform the Services required by City under this Agreement; and

G. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46785-16/17 on July 17, 2023.

Now, THEREFORE, the Parties agree as follows:

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Article 1 Definitions

The following definitions apply to this Agreement:

1.1 "Agreement" means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated by reference into this Agreement.

1.2 "City" or "the City" means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration, referred to as "Purchasing," or the Director's designated agent, the Commission.

1.3 "City Data" means that data as described in Article 13 of this Agreement which includes, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. City Data includes, without limitation, Confidential Information.

1.4 "CMD" means the Contract Monitoring Division of the City.

1.5 Confidential Information

1.5.1 "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").

1.5.2 "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 Agreement.

1.5.3 "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.

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1.6 "Contractor" means SITA Information Networking Computing USA Inc., 600 Galleria Parkway SE, Suite 1000, Atlanta, GA 30339

1.7 "Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to City during the course of Contractor's performance of the Agreement, including without limitation, the work product described in the "Scope of Services" attached as Appendix A.

1.8 "Digital Signature" means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature.

1.9 "Mandatory City Requirements" means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws that impose specific duties and obligations upon Contractor.

1.10 "Party" and "Parties" mean the City and Contractor either collectively or individually.

1.11 "Services" means the work performed by Contractor under this Agreement as specifically described in the "Scope of Services" attached as Appendix A, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

Article 2 Term of the Agreement

2.1 The term of this Agreement shall commence on July 1, 2024 and expire on June 30, 2026, unless earlier terminated as otherwise provided in this Agreement.

2.2 The City has one option to renew the Agreement for a period of three years. The City may extend this Agreement beyond the expiration date by exercising an option at the City's sole and absolute discretion and by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement."

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation**. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation under this Agreement shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the BOS. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

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3.2 **Guaranteed Maximum Costs**. The City's payment obligation to Contractor cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Contractor under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.3 **Compensation.**

3.3.1 **Calculation of Charges.** Contractor shall provide an invoice to the City on a monthly basis for goods delivered and/or Services completed in the immediately preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges." Compensation shall be made for Services identified in the invoice that the City, in its sole discretion, concludes has been satisfactorily performed. In no event shall the amount of this Agreement exceed Seven Million Eighty Thousand Dollars ($7,080,000) which includes $500,000 for as-needed services. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges." In no event shall City be liable for interest or late charges for any late payments. City will not honor minimum service order charges for any Services covered by this Agreement.

3.3.2 **Payment Limited to Satisfactory Services and Delivery of Goods.** Contractor is not entitled to any payments from City until the Commission approves the goods and/or Services delivered under this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory delivery of goods and/or Services even if the unsatisfactory character may not have been apparent or detected at the time such payment was made. Goods and/or Services delivered under this Agreement that do not conform to the requirements of this Agreement may be rejected by the City and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3 **Withhold Payments.** If Contractor fails to provide goods and/or Services consistent with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided in this Agreement.

3.3.4 **Invoice Format**. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City and include a unique invoice number and a specific invoice date. Payment shall be made by City as specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing. All invoices must show the City's financial and procurement system ("PeopleSoft") Purchase Order ID Number, PeopleSoft Supplier Name and ID, Item numbers (if applicable), complete description of goods delivered or Services performed, sales/use tax (if applicable), contract payment terms and contract price. Invoices that do not include all required information or contain inaccurate information will not be processed for payment.

3.3.5 **LBE Payment and Utilization Tracking System.** If LBE Subcontracting Participation Requirements apply to a Contract awarded under this Solicitation, the Awarded Contractor shall: (a) Within three (3) business days of City's payment of any invoice to Contractor, pay LBE subcontractors as provided under Chapter 14B.7(H)(9); and (b) Within ten (10) business days of City's payment of any invoice to Contractor, confirm its payment to subcontractors using the City's Supplier Portal Payment Module, unless instructed otherwise by CMD. Failure to submit all required payment information to the City's Supplier Portal Payment Module with each payment request may result in the withholding of 20% of subsequent payments due. Self-Service Training is located at this link: https://sfcitypartnersfgov.org/pages/training.aspx.

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3.3.6 **Getting Paid by the City for Goods and/or Services.**

(a) The City and County of San Francisco utilizes the Paymode-X® service offered by Bank of America Merrill Lynch to pay City contractors. Contractor must sign up to receive electronic payments to be paid under this Agreement. To sign up for electronic payments, visit http://portal.paymode.com/city_countyofsanfrancisco.

(b) At the option of the City, Contractor may be required to submit invoices directly in PeopleSoft via eSettlement. Refer to https://sfcitypartner.sfgov.org/pages/training.aspx for more information on eSettlement. For access to PeopleSoft eSettlement, submit a request through sfemployeeportalsupport@sfgov.org.

3.3.7 **Grant Funded Contracts – Not applicable.**

3.3.8 **Payment Terms.**

(a) **Payment Due Date**: Unless City notifies the Contractor that a dispute exists, Payment shall be made within 30 calendar days, measured from (1) the delivery of goods and/or the rendering of services or (2) the date of receipt of the invoice, whichever is later. In case of a dispute that only relates to part of the charges of a relevant invoice, the Contractor shall reissue the invoice listing only the undisputed charges, the Airport shall pay the undisputed charges within 30 calendar days. Payment is deemed to be made on the date on which City has issued a check to Contractor or, if Contractor has agreed to electronic payment, the date on which City has posted electronic payment to Contractor.

(b) **Payment Discount Terms – Not applicable.**

3.4 **Audit and Inspection of Records**. Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

3.5 **Submitting False Claims.** The full text of San Francisco Administrative Code Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Any contractor or subcontractor who submits a false claim shall be liable to City for the statutory penalties set forth in that section.

3.6 **Payment of Prevailing Wages**

3.6.1 **Covered Services.** Services to be performed by Contractor under this Agreement may involve the performance of trade work covered by the provisions of Administrative Code Section 6.22(e) [Prevailing Wages] or Section 21C [Miscellaneous Prevailing Wage Requirements] (collectively, "Covered Services"). The provisions of Administrative Code Sections 6.22(e) and 21C are incorporated

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as provisions of this Agreement as if fully set forth in this Agreement and will apply to any Covered Services performed by Contractor and its subcontractors.

3.6.2 **Wage Rates.** The latest prevailing wage rates for private employment on public contracts as determined by the BOS and the Director of the California Department of Industrial Relations, as such prevailing wage rates may be changed during the term of this Agreement, are hereby incorporated as provisions of this Agreement, as applicable. For trade work covered by the provisions of Administrative Code Section 21C, Contractor agrees that it shall pay not less than the prevailing wage rates, as fixed and determined by the BOS, to all workers employed by Contractor who perform such Covered Services under this Agreement. Copies of such rates are available from the Office of Labor Standards and Enforcement ("OLSE") and on the Internet at https://sfgov.org/olse/prevailing-wage-non-construction . For trade work covered by the provisions of Administrative Code Section 6.22(e), Contractor agrees that it shall pay not less than the prevailing wage rates as fixed and determined by the California Department of Industrial Relations for the County of San Mateo to all workers employed by Contractor who perform Covered Services under this Agreement. Copies of such rates are available from the OLSE and on the Internet at http://www.dir.ca.gov/DLSR/PWD.

Article 4 Services and Resources

4.1 **Services Contractor Agrees to Perform**. Contractor agrees to perform the Services stated in Appendix A, "Scope of Services." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Contractor for, Services beyond the Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement."

Appendix A includes a defined Scope of Services and as-needed Services. As-needed Services shall be performed by Contractor only upon request by City through the issuance of a written task order signed by City and Contractor, which 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. Only the Airport Director or the Airport Director's designee has the authority to execute task orders for the City. Task orders shall be executed on Contractor's behalf by an authorized representative of Contractor. Each task order shall be on the City's task order template and shall include a description of the as-needed Services, the deliverables, schedule for performance, cost, and method and timing of payment. All Contractor costs associated with the development of any task order shall be borne by Contractor. The calculation of cost and the method and timing of payment for all task orders shall be in accordance with Appendix B, "Calculation of Charges," and Article 3, "Financial Matters." The cumulative total compensation due to Contractor for all task orders issued under this Agreement shall not exceed the amount of compensation set forth for as-needed Services in Appendix B, "Calculation of Charges." Contractor shall only be compensated for as-needed Services performed under an authorized, executed task order as detailed in this Section 4.1. All task orders are governed by and subject to the terms and conditions of this Agreement.

4.2 **Qualified Personnel.** Contractor shall use only competent personnel under the supervision of, and in the employment of, Contractor (or Contractor's authorized subcontractors) to perform the Services. Contractor will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

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4.3 **Subcontracting**.

4.3.1 Contractor may subcontract portions of the Services only upon prior written approval of City. Contractor is responsible for its subcontractors throughout the course of the work required to perform the Services. All subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" and Article 13 "Data and Security" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.3.2 City's execution of this Agreement constitutes its approval of the following subcontractors: Essintial Enterprise Solutions, LLC and Actnet Advance Technology Corp.

4.4 **Independent Contractor; Payment of Employment Taxes and Other Expenses.**

4.4.1 **Independent Contractor**. For the purposes of this Section 4.4, "Contractor" shall be deemed to include not only Contractor, but also any agent or employee of Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the Services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, Federal Insurance Contributions Act, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing Services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this Section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing consistent with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five business days of Contractor's receipt of such notice, and consistent with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

4.4.2 **Payment of Employment Taxes and Other Expenses**. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services

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performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status under this Section 4.4 shall be solely limited to the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.5 **Assignment**. The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations under this Agreement, 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 consistent 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.

4.6 **Warranty**. Contractor warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

4.7 **Liquidated Damages – Not applicable.**

4.8 **Bonding Requirements – Not applicable.**

Article 5 Insurance and Indemnity

5.1 **Insurance.**

5.1.1 **Required Coverages.** Without in any way limiting Contractor's liability under Section 5.2, "Indemnification" of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence and $2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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(c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than **$1,000,000** each accident, injury, or illness.

(d) Professional Liability Insurance – **Not applicable.**

(e) Technology Errors and Omissions Liability coverage, with limits of **$1,000,000** for each claim and each loss and $2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of Services defined in the Agreement and shall also provide coverage for the following risks:

(i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(f) Cyber and Privacy Insurance – **Not applicable.**

(g) Pollution Liability Insurance – **Not applicable.**

5.1.2 **Additional Insured Requirements.**

(a) The Commercial General Liability policy must name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) The Commercial Automobile Liability Insurance policy must name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(c) Pollution Auto Liability Insurance Additional Insured Endorsement – **Not applicable.**

5.1.3 **Waiver of Subrogation Requirements.**

(a) The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

5.1.4 **Primary Insurance.**

(a) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(b) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(c) Pollution Liability Insurance Primary Insurance Endorsement – **Not applicable.**

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5.1.5 **Other Insurance Requirements.**

(a) Thirty (30) days' advance written notice shall be provided to the City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 11.1 entitled "Notices to the Parties."

(b) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

(c) 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 shall be double the occurrence or claims limits specified above.

(d) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(e) Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability under this Agreement.

(f) If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

5.2 **Indemnification**. Contractor shall indemnify and hold harmless City and its officers, agents and employees from, and, if requested, shall defend them from and against any and all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any: (a) injury to or death of a person, including employees of City or Contractor; (b) loss of or damage to property; (c) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (d) strict liability imposed by any law or regulation; or (e) losses arising from Contractor's execution of subcontracts not consistent with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (a) – (e) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors, or either's agent or

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employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons arising directly or indirectly from the receipt by City, or any of its officers or agents, of Contractor's Services.

Article 6 Liability of the Parties

6.1 **Liability of City**. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "CALCULATION OF CHARGES," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 **Liability for Use of Equipment**. City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

6.3 **Liability for Incidental and Consequential Damages**. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions.

Article 7 Payment of Taxes

7.1 **Contractor to Pay All Taxes.** Except for any applicable California sales and use taxes charged by Contractor to City, Contractor shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered under this Agreement. Contractor shall remit to the State of California any sales or use taxes paid by City to Contractor under this Agreement. Contractor agrees to promptly provide information requested by the City to verify Contractor's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement.

7.2 **Possessory Interest Taxes.** Contractor acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

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7.2.1 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.2 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by California Revenue and Taxation Code Section 480.5, as amended from time to time, and any successor provision.

7.2.3 Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., California Revenue and Taxation Code Section 64, as amended from time to time). Contractor agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.4 Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

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. Under San Francisco Business and Tax Regulations Code Section 6.10-2, 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.

Article 8 Termination and Default

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term of this Agreement, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by City and to minimize the liability of Contractor and City to third parties as a result of termination. All such actions shall be subject to the prior approval of City. Such actions may include any or all of the following, without limitation:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

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(c) At City's direction, assigning to City any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Subject to City's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) At the election of City, Contractor shall deliver to City all or designated portions of the unused Consumables, Parts and Materials for which Contactor has sought and received reimbursement under Appendix C of this Agreement, as designated by City, prior to the date of termination specified by City.

(g) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which City has or may acquire an interest.

8.1.3 Within thirty (30) days after the specified termination date, Contractor shall submit to City an invoice in accordance with Section 3 for the Services completed through the date of termination specified by City.

8.1.4 In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs specifically listed in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Contractor under this Section, City may deduct: (i) all payments previously made by City for Services covered by Contractor's final invoice; (ii) any claim which City may have against Contractor in connection with this Agreement; (iii) any invoiced costs or expenses excluded under the immediately preceding subsection 8.1.4; and (iv) in instances in which, in the opinion of the City, the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the difference between the invoiced amount and City's estimate of the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 **Termination for Default; Remedies.**

8.2.1 Each of the following shall constitute an immediate event of default ("Event of Default") under this Agreement:

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8.2.2 Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.5	Submitting False Claims.	10.10	Alcohol and Drug-Free Workplace
4.5	Assignment	11.10	Compliance with Laws
Article 5	Insurance and Indemnity	Article 13	Data and Security
Article 7	Payment of Taxes	= =	= =

(a) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated into this Agreement by reference, and such default is not cured within ten days after written notice of such default from City to Contractor. If Contractor defaults a second time in the same manner as a prior default cured by Contractor, City may in its sole discretion immediately terminate the Agreement for default or grant an additional period not to exceed five days for Contractor to cure the default.

(b) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(c) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.3 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between City and Contractor: (i) all damages, losses, costs or expenses incurred by City as a result of an Event of Default; and (ii) any liquidated damages levied upon Contractor under the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the City. This Section 8.2.2 shall survive termination of this Agreement.

8.2.4 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available under this Agreement or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

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8.2.5 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 **Non-Waiver of Rights**. The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions of this Agreement by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions.

8.4 **Rights and Duties upon Termination or Expiration.**

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.2	Payment Limited to Satisfactory Services	9.1	Ownership of Results
3.4	Audit and Inspection of Records	9.2	Works for Hire
3.5	Submitting False Claims	11.6	Dispute Resolution Procedure
Article 5	Insurance and Indemnity	11.7	Agreement Made in California; Venue
6.1	Liability of City	11.8	Construction
6.3	Liability for Incidental and Consequential Damages	11.9	Entire Agreement
Article 7	Payment of Taxes	11.10	Compliance with Laws
8.1.6	Payment Obligation	11.11	Severability
8.2.2	Exercise of Default Remedies	Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to City.

Article 9 Rights In Deliverables

9.1 **Ownership of Results**. Any interest of Contractor or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors for the purposes of this Agreement, shall become the property of and will be transmitted to City. However, unless expressly prohibited elsewhere in this Agreement, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

9.2 **Works for Hire**. If, in connection with Services, Contractor or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City. If any Deliverables created by Contractor or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Contractor hereby assigns all

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Contractor's copyrights to such Deliverables to the City, agrees to provide any material and execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Contractor and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities.

Article 10 Additional Requirements Incorporated by Reference

10.1 **Laws Incorporated by Reference**. The full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at: http://www.amlegal.com/codes/client/san-francisco_ca/.

10.2 **Conflict of Interest**. By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 **Prohibition on Use of Public Funds for Political Activity.** In performing the Services, Contractor shall comply with Administrative Code Chapter 12G ("Chapter 12G"), which prohibits funds appropriated by the City for this Agreement from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. Contractor is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 **Consideration of Salary History.** Contractor shall comply with Administrative Code Chapter 12K ("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 Chapter 12K, irrespective of the listing of obligations in this Section.

10.5 **Nondiscrimination Requirements**

10.5.1 **Nondiscrimination in Contracts**. Contractor shall comply with the provisions of Administrative Code Chapters 12B and 12C. Contractor shall incorporate by reference in all subcontracts the provisions of Administrative Code Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 and shall require all subcontractors to comply with such provisions. Contractor is subject to the enforcement and penalty provisions in Administrative Code Chapters 12B and 12C.

10.5.2 **Nondiscrimination in the Provision of Employee Benefits**. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations

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in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in Administrative Code Section 12B.2.

10.6 **Local Business Enterprise and Non-Discrimination in Contracting Ordinance.** Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Contractor is subject to the enforcement and penalty provisions in Chapter 14B. Contractor shall use LBE subcontractors for at least 5% of the Services except as otherwise authorized in writing by the Director of CMD. Contractor shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Contractor's LBE subcontracting commitments.

10.7 **Minimum Compensation Ordinance**. If Administrative Code Chapter 12P ("Chapter 12P") applies to this contract, Contractor shall pay covered employees no less than the minimum compensation required by Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at http://sfgov.org/olse/mco. Contractor is required to comply with all of the applicable provisions of Chapter 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Contractor certifies that it complies with Chapter 12P.

10.8 **Health Care Accountability Ordinance.** If Administrative Code Chapter 12Q ("Chapter 12Q") applies to this contract, Contractor shall comply with the requirements of Chapter 12Q. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Administrative Code Section 12Q.3. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of Chapter 12Q, as well as the Health Commission's minimum standards, is available on the web at http://sfgov.org/olse/hcao. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q. Any subcontract entered into by Contractor shall require any subcontractor with 20 or more employees to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section.

10.9 **First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Administrative Code Chapter 83 ("Chapter 83"), that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

10.10 **Alcohol and Drug-Free Workplace.** City reserves the right to deny access to, or require Contractor to remove from, City facilities personnel of any Contractor or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

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 ("Section 1.1.126"), 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,

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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.

10.12 **Slavery Era Disclosure – Not applicable**.

10.13 **Working with Minors – Not applicable**.

10.14 **Consideration of Criminal History in Hiring and Employment Decisions**

10.14.1 Contractor agrees to comply fully with and be bound by all of the provisions of Administrative Code Chapter 12T ("Chapter 12T"), "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth in this Agreement. The text of the Chapter 12T is available on the web at http://sfgov.org/olse/fco. Contractor is required to comply with all of the applicable provisions of Chapter 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

10.14.2 The requirements of Chapter 12T shall only apply to a Contractor's or subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco which excludes Airport property. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 **Public Access to Nonprofit Records and Meetings – Not applicable**.

10.16 **Food Service Waste Reduction Requirements.** Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the provided remedies for noncompliance.

10.17 **Distribution of Beverages and Water.**

10.17.1 **Sugar-Sweetened Beverage Prohibition**. Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by Administrative Code Chapter 101, as part of its performance of this Agreement.

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10.17.2 **Packaged Water Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

10.18 **Tropical Hardwood and Virgin Redwood Ban**. Under San Francisco Environment Code Section 804(b), the City urges Contractor not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.19 **Preservative Treated Wood Products – Not applicable**.

Article 11 General Provisions

11.1 **Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: Enrique Guadiamos, Director, Terminal Systems & Wayfinding, San Francisco International Airport, P.O. Box 8097, San Francisco, CA 94128, 650-821-5145, enrique.guadiamos@flysfo.com

To Contractor: Bigue Lo, Territory Director,, 600 Galleria Parkway SE, Suite 1000, Atlanta, GA 30339, 703 853-8836 Bigue.Lo@sita.aero

Any notice of default must be sent by registered mail or other trackable overnight mail. Either Party may change the address to which notice is to be sent by giving written notice of the change to the other Party. If email notification is used, the sender must specify a receipt notice.

11.1.1 The Parties consent to the use of Digital Signatures, affixed using the City's DocuSign platform, to execute this Agreement and all subsequent modifications.

11.2 **Compliance with Americans with Disabilities Act**. Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

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

11.4 **Sunshine Ordinance.** Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code Section 6250 *et. seq*.), and the San Francisco Sunshine Ordinance, (Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.5 **Modification of this Agreement**. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

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11.6 **Dispute Resolution Procedure**.

11.6.1 **Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of Services under this Agreement. If the Parties are unable to resolve the dispute, then, under Administrative Code Section 21.36, Contractor may submit to the Contracting Officer a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the Parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations consistent with this Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section.

11.6.2 **Government Code Claim Requirement.** No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of Administrative Code Chapter 10 and California Government Code Section 900, *et seq*. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the California Government Code claim requirements set forth in Administrative Code Chapter 10 and California Government Code Section 900, *et seq*.

11.7 **Agreement Made in California; Venue**. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.8 **Construction.** All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 **Entire Agreement**. This Agreement sets forth the entire agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 **Compliance with Laws**. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.11 **Severability**. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

11.12 **Cooperative Drafting**. This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption

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or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 **Order of Precedence.** Contractor agrees to perform the Services consistent with the terms and conditions of this Agreement, implementing task orders, the RFP, and Contractor's proposal dated February 8, 2024. The RFP and Contractor's proposal are incorporated by reference as though fully set forth in this Agreement. Should there be a conflict of terms or conditions, this Agreement and any implementing task orders shall control over the RFP and the Contractor's proposal.

11.14 **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 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 consistent 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.

Article 12 Requirements For Airport Contracts

12.1 **Airport Commission Rules and Regulations.** Contractor agrees to comply with the Airport Commission's Rules and Regulations for the San Francisco International Airport as amended from time to time. A copy of the current Rules and Regulations can be found at: http://www.flysfo.com/about-sfo/the-organization/rules-and-regulations.

12.2 **Airport Intellectual Property.** Under Resolution No. 01-0118, adopted by the Airport Commission on April 18, 2001, the Airport Commission affirmed that it will not tolerate the unauthorized use of its intellectual property, including the SFO logo, CADD designs, and copyrighted publications. No proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director's prior written consent.

12.3 **Labor Peace/Card Check Rule.** Without limiting the generality of other provisions in this Agreement requiring Contractor to comply with all Airport Rules and Regulations, for all Covered Contracts, Contractor shall comply with the Airport's Labor Peace/Card Check Rule, a revised version of which was adopted as Rule 12.1 on February 7, 2023 by Airport Commission Resolution No. 23-0018 (as amended the "Labor Peace/Card Check Rule"). To comply with the Labor Peace/Card Check Rule, each Covered Employer shall comply with the Labor Peace/Card Check Rule, Section C, Covered Employer Duties, Items 1-13. If the Airport determines that Contractor violated the Labor Peace/Card Check Rule, the Airport shall have the option to terminate this Agreement, in addition to exercising all other remedies available to the Airport. Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule.

12.4 **Federal Fair Labor Standards Act.** This Agreement incorporates by reference the provisions of 29 USC §201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

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12.5 **Occupational Safety and Health Act of 1970.** This Agreement incorporates by reference the requirements of 29 CFR §1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR §1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

12.6 **Federal Nondiscrimination Requirements.** During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as "Contractor") agrees as follows:

12.6.1 **Compliance with Regulations.** Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

12.6.2 **Nondiscrimination.** Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

12.6.3 **Solicitations for Subcontracts.** Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

12.6.4 **Information and Reports.** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Airport or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Airport or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

12.6.5 **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Agreement, the Airport will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(a) Withholding payments to the contractor under the contract until the contractor complies; and/or

(b) Cancelling, terminating, or suspending a contract, in whole or in part.

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12.6.6 **Incorporation of Provisions.** Contractor will include the provisions of paragraphs 12.6.1 through 12.6.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the Airport or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Airport to enter into any litigation to protect the interests of the Airport. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

12.6.7 **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC §2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC §4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 USC. §794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC §6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC §471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 and the Department of Justice regulations at 28 CFR, parts 35 and 36;
- The Federal Aviation Administration's Non-discrimination statute (49 USC §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 CFR at 74087 to 74100);

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- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC §1681 *et seq*.).

12.7 **Quality Standards Program.** This Agreement is subject to the Airport's Quality Standards Program ("QSP") and the Healthy Airport Ordinance: https://www.sf.gov/information/healthy-airport-ordinance. The Airport's Social Responsibility office oversees the QSP which is applicable to Service Providers (as defined in the QSP) at the Airport whose employees are involved in performing services that have an impact on Airport security and safety. More information may be found at: http://www.flysfo.com/about-sfo/the-organization/rules-and-regulations. For more information, please send an email to qsp@flysfo.com or call (650) 821-1003.

12.8 **Worker Retention Policy.** This Agreement is subject to the Airport's Worker Retention Policy. The Airport's Worker Retention Policy shall apply to Airport contractors who employ workers who perform essential services at the Airport on a regular, ongoing and continual basis for the benefit of the travelling public and for the increased efficiency of Airport operations; such services include but are not limited to services for parking garage and curbside management operations, the information booths, in-terminal food and beverage concessions, the SFO Medical Clinic, intra-Airport transportation services, on-airport rental car operations, and/or services by third party service providers subject to the Airport's Quality Standards Program, but not including airlines. Contractor shall require all levels of subcontractors under this Agreement to comply with the obligations imposed by the Airport's Worker Retention Policy. More information may be found at: http://www.flysfo.com/about-sfo/the-organization/rules-and-regulations.

Article 13 Data and Security

13.1 **Nondisclosure of City Data, Private or Confidential Information.**

13.1.1 **Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of Administrative Code Chapter 12M ("Chapter 12M"), Contractor and subcontractor shall use such information only consistent with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

13.1.2 **Confidential Information.** In the performance of Services, Contractor may have access to, or collect on City's behalf, City Data and /or Confidential Information, the disclosure of which to third parties may damage City. If City discloses City Data or Confidential Information to Contractor, or Contractor collects such information on City's behalf, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own confidential information.

13.2 **Payment Card Industry ("PCI") Requirements.** Contractors providing products and services used to process, store, or transmit payment card data are required to comply with the Payment Card Industry (PCI) Data Security Standard (PCI DSS).

13.2.1 Contractors shall provide the City with a copy of a properly executed Attestation of Compliance (AOC) and the associated Report on Compliance (ROC) applicable to the products and services being provided under this Agreement prior to the effective date of this Agreement and at least annually thereafter.

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13.2.2 As required under PCI DSS, Contractor shall document and maintain "business as usual" activities as part of their overall cyber-security strategy and make this documentation available for review by the Airport's cyber-security team.

13.2.3 Contractor is required to keep all software under their purview properly patched in accordance with vendor recommendations and requirements associated with said software.

13.2.4 For the purposes of this Agreement, known exploitable vulnerabilities, as that term is defined by the Department of Homeland Security Cybersecurity & Infrastructure Security Agency (DHS CISA), and all software on the DHS CISA Known Exploited Vulnerabilities Catalog, shall be designated as a "high risk" or "critical" vulnerability, as that term is used within PCI DSS version 3.2.1 Requirement 6.1, and all relevant sub-requirements under PCI Requirement 6 shall apply to all such vulnerabilities.

13.2.5 To the extent Contractor is deemed to be a PCI Service Provider, as that term is defined by the PCI Security Standards Council (PCI SSC), the ROC shall clearly delineate all PCI related services provided by the Contractor under this Agreement.

13.2.6 Unless otherwise agreed to by the City, all costs associated with Contractor efforts to establish and maintain ongoing compliance with PCI DSS are the sole responsibility of the Contractor, including any costs associated with establishing and maintaining ongoing compliance.

13.2.7 Contractor shall not delegate, novate, or assign any of its compliance obligations under PCI DSS without the written approval of the City.

13.2.8 Bank Accounts. Collections that represent funds belonging to the City and County of San Francisco shall be deposited, without detour to a third party's bank account, into a City and County of San Francisco bank account designated by the Office of the Treasurer and Tax Collector.

13.3 **Business Associate Agreement – Not applicable.**

13.4 **Management of City Data and Confidential Information**

13.4.1 **Use of City Data and Confidential Information.** Contractor agrees to hold City Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City Data outside the United States is subject to prior written authorization by the City. Access to City Data 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 solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing in this Agreement 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 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 security or service delivery analysis that is not explicitly authorized.

13.4.2 **Disposition of Confidential Information**. Upon request of City or termination or expiration of this Agreement, and under any document retention period required by this Agreement, Contractor shall promptly, but in no event later than thirty (30) calendar days, return all data given to or

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collected by Contractor on City's behalf, which includes all original media. Once Contractor has received written confirmation from City that City Data has been successfully transferred to City, Contractor shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Contractor has used in performance of this Agreement, including its subcontractors' environment(s), 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. Secure disposal shall be accomplished by "clearing," "purging" or "physical destruction," consistent with National Institute of Standards and Technology Special Publication 800-88 or most current industry standard.

13.5 **Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

Article 14 MacBride And Signature

14.1 **MacBride Principles -Northern Ireland**. The provisions of Administrative Code Chapter 12F are incorporated by this reference and made part of this Agreement. By signing this Agreement, Contractor confirms that Contractor has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first mentioned above.

CITY	**CONTRACTOR**
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By: DocuSigned by: Ivar C. Satero 8CFDC3E0126544B... Ivar C. Satero, Airport Director	DocuSigned by: Harihar Subramanian 9821AE7A7D35427... Authorized Signature
Attest:	Harihar Subramanian, Regional CFO SITA Information Networking Computing USA Inc. 600 Galleria Parkway SE, Suite 1000, Atlanta, GA 30339 770-850-4500
By DocuSigned by: 85B0720881A341D... Kantrice Ogletree, Secretary Airport Commission	
Resolution No: 24-0120	City Supplier Number: 0000030095 Federal Employer ID Number: 52-2086529
Adopted on: June 4, 2024	
Approved as to Form:	
David Chiu City Attorney	
By DocuSigned by: Chris Stuart 6261DE41DFD7436... Christopher Stuart, Deputy City Attorney	
Approved:	
By DocuSigned by: Tarandk Moayed 9AEA44694D514E7... Sailaja Kurella, Director of the Office of Contract Administration and Purchaser	

Appendices

A: Scope of Services
B: Other Requirements
C: Calculation of Charges
D: San Francisco Labor and Employment Code Update

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Appendix A
Scope of Services

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1.0 BACKGROUND

PPS Support Contractor shall provide on-site technical and professional services for all the systems, equipment and software delineated in Table 2 at the San Francisco International Airport ("Airport") and in accordance with the standards and procedures in the RFP. PPS Support Contractor shall be responsible for Level 1 maintenance, administration and monitoring of PPS and other related systems as outlined in this RFP.

Table 1 - Terms and Acronyms

Acronym	Full Phrase	Brief Description
A-VDGS	Advanced Visual Docking Guidance System	Intelligent sensors and system to collect and distribute real-time gate and flight data
AIIS	Airport Information Integration Solution	A software architecture model used for interconnecting information systems, centralizing the collection of data and the analysis and distribution information.
AODB	Airport Operational Database	A single database used to store flight schedules, and resource assignments.
AOS	Airport Operational Services	A composite of solution services comprising business services, user interfaces and a centralized database used to store and share flight schedules, resource assignments, and other airport data with other airport systems.
API	Application Programming Interface	A set of routines, protocols, and tools for building software applications.
ATB	Automated Ticket and Boarding Pass Printer	A high volume, thermal boarding pass printer.
ATP	Acceptance Test Plan	A plan with test objectives and test procedures to test all system and functional requirements in order to accept the system.
BHS	Baggage Handling System	A physical conveyer transportation system for airport baggage between the check-in positions and airside baggage makeup.
BIC	Baggage Input Console	Device used by baggage handlers to input the flight number for arriving bags being unloaded and sent to a baggage carousel.
BPM	Baggage Processed Message	Message with specific format from baggage handling system to Airlines.
BPP	Boarding Pass Printer	Device for printing a boarding pass at airport check-in or kiosks.
BRS	Baggage Reconciliation System	The Baggage Reconciliation Systems provides positive reconciliation matching of checked baggage with correct flight.

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Acronym	Full Phrase	Brief Description
BSM	Baggage Source Message	Message with specific format from Airline systems to baggage handling systems of bag tags that have been issued.
BTM	Baggage Transfer Message	Message with specific format form Airline systems to baggage handling systems containing baggage transferring from one airline to another.
BTP	Bag Tag Printer	Device for printing bag tags at airport check-in or kiosks.
CMC	Change Management Committee	Change management organization within SFO Information Technology and Telecommunications responsible for the coordination of technology changes.
COTS	Commercial Off-the-Shelf	Software application that is built ready-made for sale by a vendor. The software can be enhanced by user, when necessary.
CRR	Cutover Readiness Review	A system life cycle review used to determine the readiness of systems to move from test to operational production capabilities.
CUPPS	Common Use Passenger Processing System	Software and hardware standards designed to allow a single passenger processing station to serve multiple airlines. These standards overhaul the original CUTE standards.
CUSS	Common Use Self-Service	Software and hardware developed to allow a single self-service kiosk to serve multiple airlines.
CUTE	Common Use Terminal Equipment	Refers to the shared IT equipment that allows any airline to utilize that equipment to access their host system.
DBMS	Database Management System	Software system used for storing and retrieving data in the system.
DCP	Document Control Printer	Serial impact dot matrix printer used by airlines for printing passenger manifests. Typically, on continuous feed computer paper.
DDC	Digital Device Controller	PC attached to a display device for controlling the content of that display.
GID	Gate Information Display	Displays at Airport departure gates which provide information on departing flights, weather at destination cities, waitlists, etc.
HHT	Handheld Terminal	Handheld baggage scanner device used by airport/airline/ground handlers to scan 2D barcodes on bag tags for the Baggage Reconciliation System.
IATA	International Air Transport Association	The international association whose membership is airlines.
ICD	Interface Control Document	Document used to define the design of interfaces between two systems.

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Acronym	Full Phrase	Brief Description
IDS	Information Display System	A display system that portrays flight information, gate assignments, wayfinding, visual paging and other information as required.
IOC	Initial Operating Capacity	The point in time a system(s) goes live in an operational environment.
ITT	Information Technology and Telecommunications	The organization at SFO responsible for overseeing all information technology systems and infrastructure installed at the airport.
LAN	Local Area Network	A computer network covering a smaller physical space, such as an airport terminal, without the need for long-distance cabling.
LDCS	Local Departure Control System	A check-in system that manages passenger seat assignments, baggage, and boarding for airlines.
LEC	Local Exchange Carrier	A regulatory term in telecommunications for the local telephone company.
LSR	Laser Scanner	A handheld barcode scanner connected to the CUTE workstations for scanning barcodes on boarding passes or bag tags.
MAC	Moves, Adds, and Changes	An alteration of Airport network indicating that cabling has been added, moved, or altered.
MPOE	Main Point of Entry	The demarcation point at which the public switched telephone network ends and connects with the customer's on-premises wiring.
MTTR	Mean Time To Resolve	The average time it takes to fully resolve a failure, fix a device or return to an operational state.
NOC	Network Operations Center	Location where a network’s day to day operations is managed.
NTP	Notice To Proceed	Notice given to a Contractor that they may proceed to start work on a project.
O&M	Operations and Maintenance	A life cycle phase of a system after successful implementation.
PDS	Premises Distribution System	The planned physical cabling system designed to transmit voice and data within a campus.
PPS	Passenger Processing System Project	SFO has designated this as the name for this Project to replace existing systems at the Airport.
PMP	Project Management Plan	A document used at the start of the contract to organize the work associated with building a system.

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Acronym	Full Phrase	Brief Description
RAID	Ramp Area Information Display	Displays housed in baggage make up areas and other locations on the apron level that provide flight related data to ramp personnel.
REST API	Representational State Transfer Application Programming Interface	Architectural style that defines a set of constraints to be used for creating web services.
RIDS	Ramp Information Display System	A system that displays flight, gate, and other pertinent information to ramp crews via exterior dynamic signs and monitors.
RMS	Resource Management System	A computer system that uses the planned flight schedule and operational updates to allocate check-in counters, gates, and bag belts to certain flights. It is often used in conjunction with a common use system.
SBD	Self Bag Drop System	Passenger self service system where passengers can check-in, print a bag tag, scan boarding pass, and check their baggage directly into the baggage handling system.
SDD	System Design Document	Life cycle document that describes the detailed design of a system.
SDR	System Design Review	A life cycle review to review the design of a system.
SIEM	Security Information and Event Management	Software products and services combine that security information management (SIM) and security event management (SEM). They provide real-time analysis of security alerts generated by network hardware and applications.
SLA	Service Level Agreement	Sets the expectations between the service provider and the customer and describes the products or services to be delivered.
SMI	System Manager Interface	Interface to a system management module for administrators to manage an application.
SPCR	Software Problem/Change Request	Document that describes a problem or a requested change to a software application.
SRR	System Requirements Review	Life cycle review that reviews the documented requirements of a system.
SSD	System Specification Document	High level system architecture and requirements document.
SSR	Special Systems Room	A room where a business houses servers and wiring, which may serve as a distribution point for multi-pair cables from the main distribution frame.

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Acronym	Full Phrase	Brief Description
SUS	Shared Use System	System that allows airlines to operate on a shared hardware environment. Airlines may use their own browser based web client, virtualized proprietary applications, or IATA CUTE/CUPPS applications, or an LDCS application.
TDM	Time Division Multiplexing	A method of transmitting and receiving independent signals over a common signal path by means of synchronized switches at each end of the transmission.
TRR	Test Readiness Review	A life cycle review to ensure a system is implemented and ready for acceptance testing.
USB	Universal Serial Bus	An industry standard that defines the cables, connectors and communications protocols used in a bus for connection, communication, and power supply between computers and electronic devices.
VLAN	Virtual Local Area Network	The virtual segregation of a single physical LAN into multiple LANs operating on the same infrastructure.
VM	Virtual Machine	A virtual machine is an emulation of a particular computer system. Virtual machines operate based on the computer architecture and functions of a real, or hypothetical computer, and their implementations may involve specialized hardware, software, or a combination of both.
VRF	Virtual Routing and Forwarding	A technology that allows multiple instances of a routing table to co-exist within the same router at the same time.
WAN	Wide Area Network	A computer network covering a vast area, in contrast to a LAN. WANs often require leased external cables and stretch over distances measured in miles.
WBS	Work Breakdown Structure	A work breakdown structure, in project management is a deliverable-oriented decomposition of a project into smaller components. It is a key project deliverable that organizes the work into manageable sections.
WS	Workstation	A workstation is a special computer designed for technical or scientific applications. Intended primarily to be used by one person at a time, they are commonly connected to a local area network.

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2.0 OVERVIEW

As a general definition, the Passenger Processing System includes the following:

- Shared Use System (SUS)
    - Shared Use Check-in and Boarding System
    - Local Departure Control System
- Airport Management Solution (AMS) consisting of Airport Operations Database (AODB and Resource Management System (RMS)
- Information Display System (IDS)
- Baggage Message Broker
- Baggage Reconciliation System Scanners (BRS)
- Common Use Self Service Kiosks (CUSS)
- SITA Smart Path - Biometric FacePods
- Self Bag Drop (SBD)

As indicated by Table 2 System Support Requirements below, PPS Support Contractor shall be required to provide Level 1 hardware maintenance, system administration and monitoring on a 24x7 basis, 365 days per year. Table 2 summarizes at a high level the responsibilities of PPS Support Contractor for each system.

Table 2 - System Support Requirements

SYSTEM	Monitoring	SYS ADMIN	Hardware Maintenance
AMS (AODB and RMS)	X	X	X (WS ONLY)
Shared Use	X	X	X
CUSS Kiosks	X	X	X
Baggage Message Broker	X	X	
IDS	X	X	X (DDCs ONLY)
BRS			X (Scanners only)
SITA Smart Path - Biometric FacePods	X	X	X
Self Bag Drop (SBD)	X	X	X

2.1 Systems to be Supported by PPS Support Contractor

This section provides a general description of the current PPS systems.

2.1.1 *Shared Use.* The Shared Use System (SUS) allows multiple airlines to operate at a particular location (gate or ticket counter position) using a browser based web client, CUTE/CUPPS applications, and/or virtualized airline application of choice, with a common set of compatible hardware, increasing the flexibility and efficiency of the facility. An integrated Local Departure Control System (LDCS) will facilitate charter operators and other airlines and carriers that do not have access to a departure control system when operating at SFO.

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2.1.2 *CUSS Kiosks*. Common Use Self-Service (CUSS) kiosks are situated in various locations throughout the Airport to assist in the check-in and bag tagging of passenger's luggage.

2.1.3 *Resource Management System.* The Resource Management System (RMS) assists SFO Operations in assigning resources, including gates, ticket counters, baggage claim carousels, and baggage makeup conveyors. The RMS provides planning functions, 'best fit' recommendations, and real-time conflict warnings to assist SFO Operations in the management of these resources.

2.1.4 *Airport Operational Data Base.* The Airport Operational Data Base (AODB) supports the real-time data warehousing and retrieval of data from PPS related systems. It is the master source of all flight data and is responsible for the direct airline and third-party flight information feeds.

2.1.5 *Information Display System*. The Airport has an Information Display System (IDS), which is a multi-functional display system supporting all types of display requirements including interface with multiple systems (e.g., Ground Transportation, Queue Management, native Airline Application). In addition to providing flight and baggage information to the traveling public, the IDS supports ADA requirements for broadcasting public messaging information to the traveling public in a visual format, visual paging, as a supplement to the audio broadcast system provided by others. This information includes public announcements, personal pages, and flight information specific to individual gate areas. The IDS has the capability of supporting commercial advertising, news broadcasts, full motion video displays, transportation information and wayfinding displays.

2.1.6 *Baggage Reconciliation System*. The Baggage Reconciliation System (BRS) helps track and manage the handling of bags at the Airport. It reconciles all bags matched to passengers on each flight. Handheld baggage scanners/Handheld Terminals (HHTs) used by the system will be maintained by PPS Support Contractor.

2.1.7 *Baggage Message System*. The Baggage Message System works as a broker that distributes baggage source messages generated by CUSS Kiosks and the Shared Use system to the BRS and BHS on a real-time basis to help expedite baggage reconciliation and sortation.

2.1.8 *SITA Smart Path – Biometric FacePods*. SITA's Biometric FacePods allows international outbound travelers to complete boarding and required travel documentation electronically using biometrically enabled boarding equipment and the US CBP Traveler Verification Service (TVS) for biometric facial matching. SITA's Smart Path solution integrates CBP's TVS Unique Identifier (UID) and the airlines' Departure Control System (DCS) to allow a document free passenger boarding process.

2.1.9 *Self Bag Drop (SBD) System*. The SBD unit is a passenger touchpoint for self-service check-in and securely dropping off baggage. The system will be fully integrated with the Shared Use system and Baggage Handling System.

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3.0 EXISTING CONDITIONS

3.1 Existing Application Vendors

Table 3 - Existing Application Vendors (as of July 2023)

Technology	Vendor
Airport Management Solution (AMS) includes Airport Operational Database (AODB) and Resource Management System (RMS)	SITA
Information Display System (IDS)	SITA
Passenger Processing System (PPS)	SITA
Common Use Self Service Kiosks (CUSS)	SITA (T1) and IER (ITB)
Brock (Baggage Message Broker)	Brock
Baggage Reconciliation System	Brock

3.2 Hardware Installed

As technology requires, existing PPS equipment will be replaced, and new equipment will be added. PPS Support Contractor shall maintain any new or replaced PPS equipment. Location and counts of the existing devices are provided in Table 4 – Equipment Counts.

The following is a summary of existing hardware:

3.2.1 *Shared Use Check-In Counter and Gate Workstations and Peripherals* include the following:

- Workstations
  - SITA CUTE 800 G5 SFF, Intel Core I5,16GB, 512 SSD
  - CAT6 Patch Cable 7ft Yellow (IWS)
  - CAT6 Patch Cable 7ft Red (IWS) Monitor
  - HP EliteDisplay E190i LED MNT
- MSR/OCR Device
  - DESKO MSR/OCR IDenty chrom w/5-year warranty
- ATB Printers
  - Epson TM-L500A w/stacker
  - Printer Cable (Green)
  - Serial Adapter
- Bag Tag Printers
  - Epson TM-L500A LCD & Roll Holder (Non-RFID)
  - Printer Cable (Violet)
  - Serial Adapter
- DCP Printers
  - Okidata ML320T 9
  - Printer Cable
- Boarding Gate Readers
  - DESKO BGR 504 Pro w/patch cord adapter
  - Printer Cable (Orange)
- BCR
  - Honeywell 1900G

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- USB cable 9ft

3.2.2 *CUSS Kiosks*

3.2.2.1 The CUSS Kiosks in ITB are based on the IER919 kiosk hardware components and installed in a set of six (6) kiosks in a custom desk design manufactured by IER. There are currently 102 CUSS kiosk units mounted in 17 desks located in the ITB. The specs on the IER919 are:

- Screen /Touchscreen
  - 17-inch flat TFT, wide angle, LCD color display
  - 1280 x 1024 pixels, 300 cd
  - Dual Touch option
  - Surface acoustic wave or PCAP option.
- Personal Computer (PC)
  - Industrial PC board with 250 GB hard drive
  - I3 processor 4GB RAM with 64bits OS (8GB extension available)
  - Windows 10 pro
  - Dual 10/100 base Tx fast Ethernet connections
  - TCP/IP protocol.
- Card Readers
  - Manual DIP hybrid ISO 3 track magnetic and smart card reader
  - IER 602 for RF contactless card reader.
- Boarding Pass Printer (GPP – General purpose printer)
  - Wide Format 2D barcode
  - Printing: 300 dpi thermal direct 1D/2D barcoded printing (i.e., Code 39, 128 PDF 417)
  - Width: 203.2 mm / 8 in
  - Length: 82.5 mm (3.24 in) (for other lengths, please contact IER)
  - Paper thickness: 80 – 120 g
  - Automatic cutter
  - Print speed: 50 mm/sec (2 in/sec) (Prints boarding pass in less than 2 sec)
  - Paper stock - Paper low detection
  - 2500 ATB size, roll stock.
- Barcode Reader
  - CCD matrix 1D/2D barcode imager
  - Omni-directional scanning
  - 2D barcodes: PDF 417, Data matrix, Aztec and QR Code
  - 1D barcodes, Code 128, Code 39, Interleaved 2 of 5, UCP/EAN, Codabar.
- Passport Scanner
  - Passport and Barcode Reader
  - Full page OCR and full-text scanner with RF option for e-passport (in Belt).
- Bag Tag Printer
  - Dual IER 400 model with cut and hold device
  - IATA CUSS standard 21 in bag tag
  - Roll stock (up to 250 mm diameter).
- Payment Module
  - EMV Chip & Pin PCI PED 3.x.

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- Power Supply
  - 110/230 VAC, 50/60 Hz
  - UPS (110 or 220 VAC).

3.2.2.2 The CUSS Kiosks in T1 and T2 are provided by SITA. Forty-one (41) kiosks are located in T1 and six (6) kiosks are in T2. Additional 88 kiosks will be installed in July 2024 as part of the T1 North Project. The SITA CUSS kiosk specifications are:

- On-Board CPU
- Minimum CUSS V1.4
- Windows 10 Pro Operating System
- Airline Check-in Virtualization
- Full-page E-Passport scanner
- Minimum 17" diagonal Touch Screen display
- Minimum 3-track encrypted magnetic strip reader (MSR) (The magnetic stripe reader and EMV functionality is provided in a single device.)
- Barcode Reader
- Three printers: One Boarding Pass printer and two Bag Tag Printers (Approximately 28 BTPs are Radio-Frequency Identification (RFID) BTPs.)
- USB 3.0 Ports
- Europay, MasterCard® and Visa® (EMV) for Chip & Pin Payment, and NFC payment device.
- ADA Compliant accessibility keypad with integrated audio jack
- 802.11 a/b/c/n/g Wi-Fi Connectivity
- Overhead Biometric Housing (Camera not included)

3.2.3 Information Display System.

3.2.3.1 The existing displays include SHARP/NEC Professional (P) Series monitors rated for 24x7 operation and minimum 1920x1080 resolution in 46” and 55” size as well as LG Business Solutions 88” with a minimum 3,840x1080 resolution Minimum display brightness of information displays installed shall be 700 NITS. Public information displays are not required to comply with EnergyStar.

3.2.3.2 Existing Manufacturers are:

- SHARP/NEC Display Solutions Professional (P) Series
- Daktronics LED Displays
- LG Business Solutions

3.2.3.3 Existing Digital Device Controllers are Dell OptiPlex 3050/60/70/80 Micro desktop as follows:

- Intel Core i5-7500T
- 8GB DDR4
- 500 GB Solid State Drive
- Windows 10 Pro 64

3.2.4 BRS Handheld Baggage Scanners are:

- Motorola MC9200 Wireless Mobile Computer, MC92NO-G series

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3.2.5 Self Bag Drop System – under procurement. Activation anticipated date is July 2024. Equipment minimum functionality (for both Standard and Hybrid) includes:

- CUSS V1.4, IATA compliant
- Interphase with Airport CUTE/CUSS software system/platform
- CUPPS certified platform
- Onboard CPU, Windows 10 Operating System
- Passenger facing touchscreen, E-passport reader ready, paper and mobile device boarding pass reader
- Biometric face recognition equipped for future DSA ID verification system
- 3-track encrypted Magnetic Script Reader (MSR) payment
- Near Field Communication (NFC) payment
- 2 Passenger facing continuous feed barcode bag tag printer
- 1 thermal boarding pass printer
- Remote monitoring system to track system status
- Take away bag belts

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Table 4 - Equipment Counts (as of July 2024)

PPS EQUIPMENT	ITB	T1	T2	T3	GARAGES/ HOTEL/ MISC	TOTAL
CUTE Workstations	475	167	133	1	0	**776**
CUSS Kiosks	102	83	52	0	0	**237**
Passport Readers (OCR/MSR/MPR)	233	127	149	0	0	**509**
Bag Tag Printers (BTP)	226	120	129	0	0	**475**
Boarding Pass Printers (ATP)	252	107	106	0	0	**465**
Handwand Terminal Scanners (LSR)	255	135	151	0	0	**541**
Handheld Bag Scanners (for BHS)	89	49	0	0	0	**138**
General Printers (DCP)	94	65	34	0	0	**193**
Boarding Gate Readers (BGR)	56	29	26	0	0	**111**
Biometric Exit FacePods	104	14	3	0	0	**121**
Self Bag Drop (Standard)	0	15	0	0	0	**15**
Self Bag Drop (Hybrid)	0	10	0	0	0	**10**
TOTAL PPS EQUIPMENT	**1886**	**921**	**783**	**1**	**0**	**3591**
IDS DISPLAYS	**ITB**	**T1**	**T2**	**T3**	**GARAGES/ HOTEL/ MISC**	**TOTAL**
Flight Info (FIDS)	185	174	93	86	34	**572**
Counter Info (CIDS)	239	144	57	0	0	**440**
Baggage Info (BIDS)	92	24	31	33	0	**180**
Gate Info (GIDS)	109	144	38	2	0	**293**
Wayfinding (WF) & Dashboard Master Clocks	31	61	30	9	0	**131**
Visual Paging (VP)	63	27	32	30	0	**152**
Curbside (Outdoor IDS)	0	18	10	0	0	**28**
Info Booth	4	2	1	3	0	**10**
LED	28	0	26	0	0	**54**
Ramp Info (RIDS)	28	43	4	7	0	**82**
Security Checkpoints (TSA info. and Xovis)	12	10	6	6	0	**34**
MISC. (Marketing, Lab, Maint, etc,)	6	0	0	0	0	**6**
TOTAL DISPLAYS	**797**	**647**	**328**	**176**	**34**	**1982**

Note: PPS Support Contractor shall verify all assets which will require support upon contract award.

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4.0 PPS APPLICATION ROLES AND RESPONSIBILITIES

The parties involved with the PPS applications are as follows:

- *SFO ITT* - Primarily responsible for LAN, server, system administration and support.
- *PPS Contractor* - Responsible for designing, providing and maintaining PPS applications.
- *Airlines* - Primary users of Shared Use System and provider of flight information to the Airport.
- *SFOTEC* – The International Terminal Company responsible for the day to day use of the PPS application and resource allocation in the International Terminal. SFOTEC provides resource management for Airport commons use equipment in the Domestic Terminals 1 and 2.
- *Airport Tech Shop* – Internal SFO section responsible for operations and maintenance activities for many airport electronic systems.
- *PPS Support Contractor* - Responsible for providing Level 1 maintenance, systems administration and monitoring activities for specifically defined components of the PPS, IDS, Baggage Reconciliation, Baggage Message Broker, AODB and CUSS systems at SFO.
- *SFO Help Desk* — 24x7 call center responsible for taking all trouble calls associated with the PPS systems, creating trouble tickets, and forwarding to the appropriate party for resolution.
- *SFO Terminal Systems* – Internal SFO section responsible for the Airport's relationship with the airlines and providing applications for efficient passenger processing operations. Terminal Systems is the group within SFO to which PPS Support Contractor shall directly report.

Roles and Responsibilities are depicted in Table 5 below.

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Table 5 - Roles and Responsibilities

Contractor Roles and Responsibilities
OPERATIONS AND MAINTENANCE
Support Functions
Answer help desk phone calls 24 hours/day, receives problem reports from users
Creates Trouble tickets
Tracks problems to resolution
Level 1 maintenance- initial problem triage, repairs or pulls and replaces faulty hardware **(excluding IDS displays)**, calls vendor for Level 2 support if problem unresolved
Preventative maintenance
Provide equipment and admin support in compliance with PCI requirements
Monitors all PPS systems (excluding WAN)
Receives alerts and event notifications for all applications
Runs statistics and reports for all apps
Views dashboards for PPS applications
Asset management quarterly reports/updates
Routine MACs of hardware (excluding Displays and DDCs)
Measures and reports Service Levels monthly
Quarterly Service Level Reports
Ordering replacement spares for faulty PPS equipment
System Administration Functions
PPS user access and account management
Configuration Management of all hardware and software
Password administration
Administers user roles and privileges
SHARED USE SYSTEM
Replaces consumable stock as needed at ticket counters and gates
CUSS Kiosks
Replaces consumable stock in kiosks
IDS
Displays format creation and maintenance
Schedules displays
Enters visual pages manually
Adds/removes displays from software configuration
Edits business rules
Loads and maintains software on DDCs

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5.0 PPS SUPPORT CONTRACTOR'S RESPONSIBILITIES

PPS Support Contractor shall do the following:

5.0.1 Maintain a high level of customer service and satisfaction to the Airport and Airlines.

5.0.2 Meet the service commitments as outlined in the Service Level Metrics Section 7.4 of this document.

5.0.3 Provide 24x7, 365 days per year, Level 1 on-site support and maintenance for all equipment as outlined in Table 4 and Section 7.0 Support Levels and Support Requirements specific to each PPS application of this document.

5.0.4 Maintain the PPS consumable stock as outlined in the Consumable Stock Management Section 5.9 of this document.

5.0.5 Maintain an accurate equipment inventory for all equipment assets they are responsible to maintain.

5.0.6 Perform preventative equipment maintenance as outlined in the manufacturer's recommended preventative maintenance schedule.

5.0.7 Meet all service level and monitoring reporting requirements of Section 6.0 Reporting Requirements.

5.0.8 Execute its support responsibilities in compliance with all PCI regulations, SFO ITT Security standards and SFO ITT Change Management.

5.0.9 Perform all system administration responsibilities as outlined in the Section 5.2 Application System Administration.

5.0.10 Alert notification monitoring and timely reporting for all equipment it is responsible for maintaining.

5.0.11 Create transition plan for support services from old to new PPS Support Contractor with Work Breakdown Structure and Schedule, per the requirements of Section 10 Transition Plan of this Appendix A.

5.0.12 PPS Support Contractor Technical Site Manager must be on-site for the duration of the contract.

5.0.13 Facilitate a monthly status review meeting (and additional meetings when requested by SFO management).

5.1 Work Activity Processes

The following workflow processes are subject to change at the discretion of the Airport in consultation with PPS Support Contractor. Any such changes will be timely communicated to PPS Support Contractor.

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Figure 1 - Trouble Handling Process

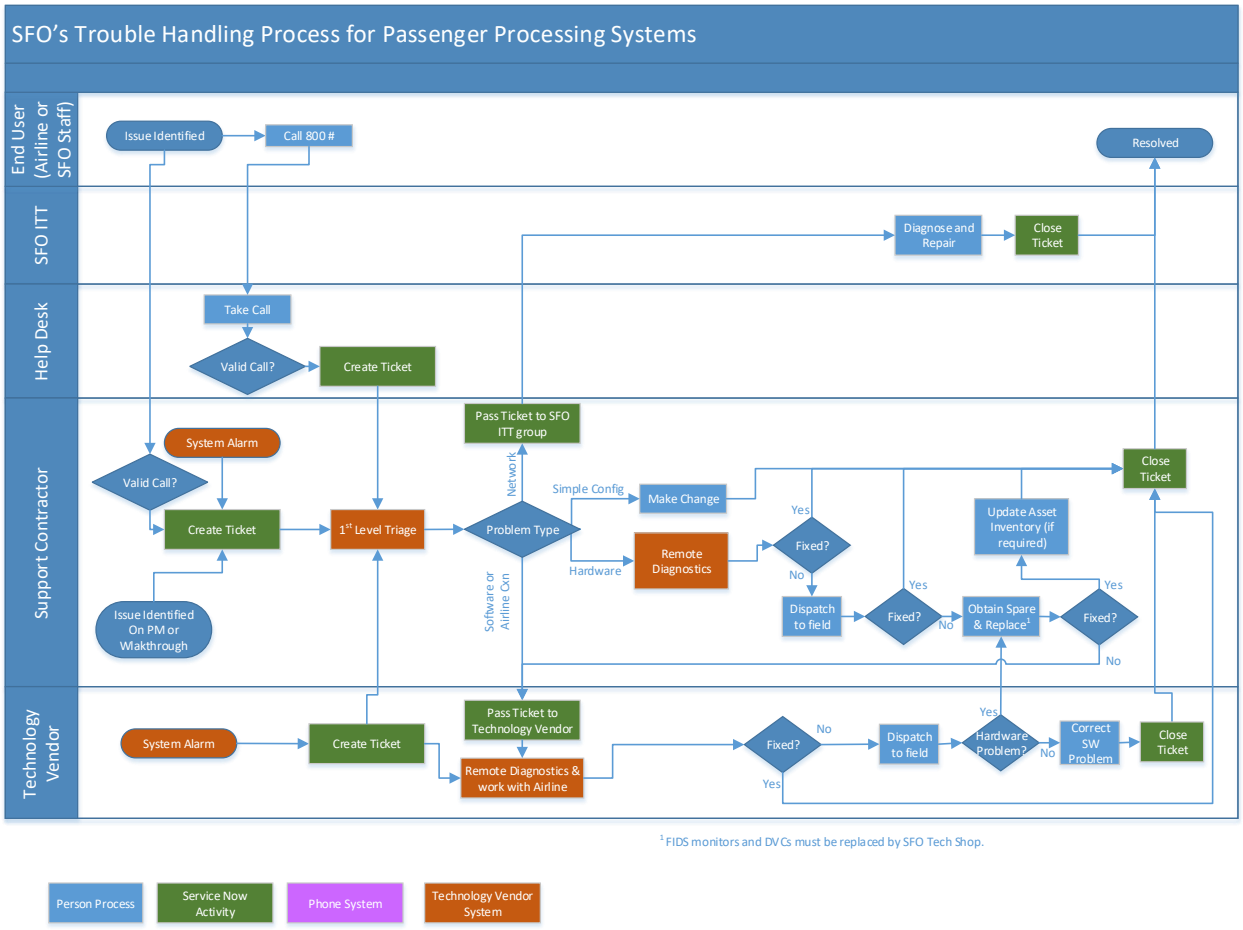

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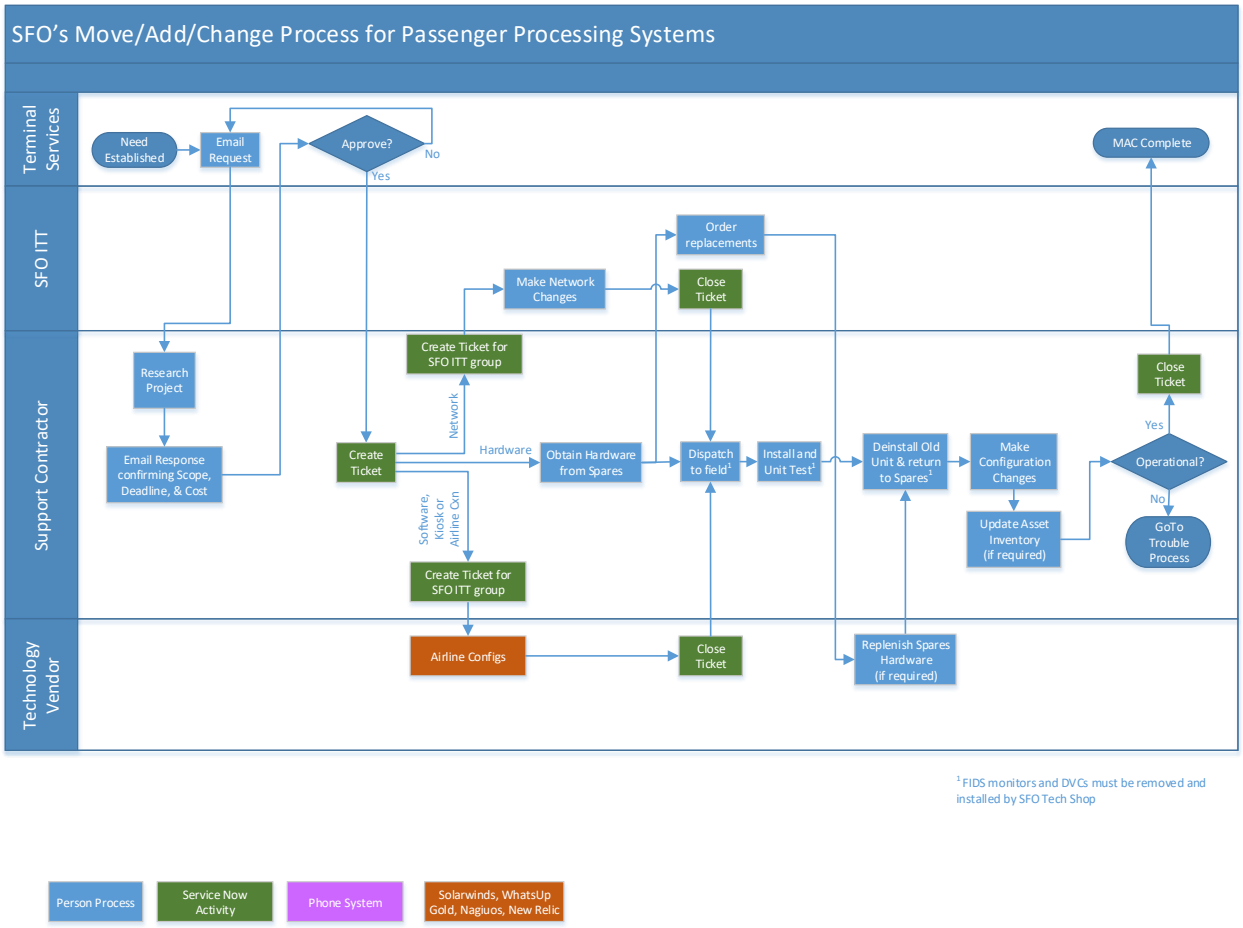
Figure 2 - Move/Add/Change Process



5.2 Application System Administration

PPS Support Contractor shall be responsible for system administration of the PPS applications as established in Table 2, including:

5.2.1 Setting user-IDs and passwords for each user. Permissions, actions, views, and device restrictions will be configurable to user-IDs, or user groups.

5.2.2 Password management of the PPS. This includes requiring quarterly password changes, along with facilitating changes within 12 hours of a security breach, after receipt of notification.

5.2.3 Defining user groups and user role definitions. User-IDs will be associated with roles and be given associated privileges/permissions.

5.2.4 Determining and customizing authentication policies for the PPS and IDS.

5.2.5 Setting specific terminal/workstation authorization settings.

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5.2.6 Monitoring all logins access and unauthorized access attempts.

5.2.7 Configuring and saving workstation preferred layouts by user-ID or user group so that it comes up automatically when user logs onto the application.

5.3 Configuration Management of PPS Applications and Hardware

PPS Support Contractor shall follow standard SFO ITT change management procedures for all configuration changes. PPS Support Contractor shall be responsible for Level 1 end point configuration management of all application software and hardware. PPS Support Contractor shall keep an accurate record of all PPS software versions and hardware products.

5.4 Change Management

Any software configuration changes (application or COTS) to the systems supported in this Agreement shall follow the SFO ITT change management processes and procedures. The PPS Contractor and any related third party application vendors are responsible for implementing all fixes to application software, new releases and upgrades to applications, and upgrades, patches, and fixes to COTS software for servers and end point devices. PPS Support Contractor shall be required to assist in the implementation of these changes at the direction of the PPS Contractor and related third party application vendors.
PPS Support Contractor shall be responsible for communicating stakeholder notifications as required for maintenance activities, application changes, known outages planned for maintenance or change implementation. Stakeholders consist of all entities identified in Table 5. Roles and Responsibilities. Changes will be initiated by the appropriate party with a Change Request (CR).

The following is an outline of the change types and lead times that must be followed.

Table 6 - Change Types

Change Type	Description
Major	Affects potential impact on the highest percentage of users or a business-critical system. This change has a material impact on the operation of the Airport. It may involve downtime of the network or a service.
Significant	Affects a high percentage of users. The change is a non-standard change, such as a new product, new users, or network changes, and may involve downtime of the network or a service.
Minor	Affects a smaller percentage of users or a business system not critical to the daily operation of a unit.
Standard	Affects the smallest percentage of users and is typically a change that has been performed before and is part of the operational practice of the business.
Information Only	Implemented changes that the ITT Change Management Coordinator (CMC) is tracking. The Group Managers (ITT Technical Leads) and/or Vendors have responsibility for implementing the change.

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Table 7 - Change Priorities

Change Priority	Description
Emergency	Any change that falls outside documented change type lead times. If this change must be done immediately, then the documentation may be completed after the change has been executed. Approvals are mandatory before the change can be made.
Normal	A change that falls under the documented change type lead times.

Table 8 - Lead Times

Change Type and Lead Times – The CMC may allow lead time exceptions after the CR is reviewed.
Major - Lead time is 4 weeks. CR must be opened 4 weeks prior to the change being implemented and stakeholders must be notified. CR shall be implemented within the 4-week period or SLA. All required documentation must be in place.
Significant - Lead time is 2 weeks. CR must be opened 2 weeks prior to the change being implemented and stakeholders must be notified. CR shall be implemented within the 2-week period or SLA. All documentation must be in place.
Minor - Lead time is 3 business days. CR shall be opened 3 days prior to the change being implemented and stakeholders must be notified. CR shall be implemented within the 3-day period or SLA.
Standard - Lead time is same day or SLA. The change must be opened prior to 10 a.m., otherwise, it is done the next day.
Information Only - Lead time is as time allows or SLA. Other changes take priority.

For all changes to the system, a change control document must be completed and submitted to a PPS distribution list. The change control document must include stakeholders impacted by the change and a communication plan for stakeholders. The change control document must then be approved by the Airport business owner (Terminal Systems), and ITT change coordinator before the change is executed.

5.5 Systems Monitoring

PPS Support Contractor shall be responsible for monitoring all PPS applications using the Airport's existing monitoring systems, i.e., Nagios, ServiceNow, New Relic, Solar Winds and the monitoring application provided by the SUS provider. PPS Support technicians shall rely on alerts available on mobile devices using the Airport's Wi-Fi network in conjunction with cellular data.

The following tools are used today to monitor, manage, and report on the PPS applications, hardware, networks, and trouble tickets:

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5.5.1 *Nagios* – provides monitoring of all server components including applications, services, operating systems, network protocols, and systems metrics.

5.5.2 *ServiceNow* – used for recording and reporting on trouble tickets and performing asset management for IT assets.

5.5.3 *New Relic* – provides detailed performance metrics for in real-time for application management.

5.5.4 *SolarWinds* – used for network management to respond to multiple condition checks, correlated events, network topology, and device dependencies. Automatically map devices and display performance metrics. Automated capacity forecasting, alerting, and reporting.

5.5.5 *New SUS Application Monitoring System* – proprietary system provided by PPS Contractor, SITA, for monitoring status of their applications and hardware.

Monitoring includes receiving alerts and notifications from existing tools, monitoring dashboards of all tools and applications for problems and creating a trouble ticket when necessary to start a remedial action. PPS Support Contractor team shall respond to incidents raised by event management in the same manner as incidents that are reported by SFO's Helpdesk. Incidents outside of PPS Support Contractor scope shall be assigned to the responsible third-party supplier/technology vendor.

5.6 Trouble Ticket Management and Resolution

PPS Support Contractor shall be responsible for managing all trouble tickets related to PPS systems and airline operations received from Help Desk until resolution. PPS Support Contractor shall also be responsible for managing those tickets generated within PPS Support Contractor's team.

PPS Support Contractor shall be responsible for first level triage of the problem and resolving all trouble tickets (non-network related). If the problem cannot be resolved by PPS Support Contractor, and the PPS contractor needs to be contacted to resolve issues, then PPS Support Contractor shall be responsible for contacting the PPS contractor(s) and tracking their response until problem resolution. PPS Support Contractor shall also be responsible for issue escalation if a problem cannot be resolved in the expected resolution times required in the SLA.

PPS Support Contractor shall establish an Assignment Group within ServiceNow for all Incidents and Change Requests related to PPS hardware and application administration. Below is the standard Incident flow:

- Technicians will receive, perform first level triage and supply status updates during the various phases of an incident's life cycle.
- During the incident flow, assets are verified and any changes including replacement with spares are recorded using the supplied change process/tools.
- If the Service Level Agreement (SLA) is threatened, PPS Support Contractor shall notify the Airport per agreed escalation process.
- If the incident remediation requires participation of a third party, PPS Support Contractor shall follow agreed third party engagement protocols to ensure their timely participation.

PPS Support Contractor shall not automatically close Help Desk Tickets that are determined to be host, WAN, airline, or other third party provider problems. In such cases PPS Support Contractor shall work

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with the user, airline, or other provider affected until the problem is fully resolved. PPS Support Contractor shall be responsible for updating status for all such tickets and closing the ticket only after the problem is completely resolved.

5.7 Support Requirements Specific to Each PPS Application

5.7.1 *Information Display System*. In addition to monitoring the system, PPS Support Contractor shall be responsible for the following activities associated with the Information Display System:

- End point System administration
- DDC configurations and maintenance
- Scheduling displays
- Developing new or modifying existing display formats.
- Ensuring that airline logos are kept up to date, and any Airport approved graphics are available in a timely manner as new images are provided to PPS Support Contractor.

5.7.2 *Baggage Reconciliation System*. PPS Support Contractor shall be responsible for maintaining HHT scanners associated with the BRS. Also, PPS Support Contractor shall be responsible for assuring proper sparing levels are maintained.

5.7.3 *Baggage Message Broker*. PPS Support Contractor shall be only responsible for monitoring and administering the system. No hardware maintenance is required as it will be hosted on servers maintained by the BMS provider.

5.7.4 *AMS (AODB/RMS)*. PPS Support Contractor shall maintain user workstations. The servers will be maintained by PPS contractor and PPS Support Contractor shall be responsible for monitoring and administering these applications.

5.7.5 *SITA Smart Path - Biometric FacePods*. PPS Support Contractor shall use on-site technical biometric support teams for the specialized software and integration components PPS Support Contractor's personnel shall perform the following tasks:

5.7.5.1 Level 1 – Break-fix Hardware Maintenance

- On-Site Technicians will diagnose the incident and provide a full working spare FacePod to resolve the problem as quickly as possible, excluding any connectivity incidents and/or incidents related to airline or CBP.
- If additional support is required, Contractor will engage the PPS Contractor.

5.7.6 Common Use Self Service (CUSS) Kiosk (SITA and IER). PPS Support Contractor shall be responsible for the following activities:

- End point system administration
- Monitoring and administering the system
- Replacement of bag tag and boarding pass printer
- Replacement of printer parts and other non-paper consumable
- Maintaining attic stock/spare parts inventory
- Engage PPS Contractor for Level 2 support as required

5.7.7 Self Bag Drop (SBD). PPS Support Contractor shall be responsible for the following

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activities:

- End point system administration
- Monitoring and administering the system
- Replacement of bag tag and boarding pass printer
- Replacement of printer parts and other non-paper consumable
- Maintaining attic stock/spare parts inventory
- Engage PPS Contractor for Level 2 support as required.

5.8 Hardware Maintenance

5.8.1 *Hardware Replacement Process*. When a piece of hardware is diagnosed as faulty, PPS Support Contractor shall be responsible for repairing or pulling and replacing that component from spares. Once the problem is resolved, and if the hardware is under warranty, Contractor shall be responsible for shipping the faulty component back to the manufacturer for repair or replacement to maintain sparing levels. When the faulty equipment is no longer under warranty, or does not qualify for warranty support, Contractor will ship the faulty component back to the manufacturer for quotation for repair or replacement. For any hardware that is no longer under warranty, the Airport will be responsible for the associated shipping and repair costs. Any faulty equipment deemed no longer serviceable will be given to the Airport's project manager who will dispose of the items in a manner consistent with the City ordinances and policies. Sparing level for workstations is five percent (5%). Sparing level for all other equipment is ten percent (10%) unless otherwise specified by the Airport. Contractor shall not be responsible for purchasing spares or for pulling and replacing IDS displays and DDCs as that work will be performed by the Airport Tech Shop.

5.8.2 *Moves, Adds, and Changes*. If new equipment locations are to be added, SFO may ask PPS Support Contractor to install the new hardware in the designated location (with the exception of IDS Displays). If old locations are to be removed or relocated, PPS Support Contractor shall be responsible for this as well. If it is determined that old hardware is to be replaced with new hardware, PPS Support Contractor shall be responsible for the replacement. PPS Support Contractor shall be responsible for disconnecting and indexing old hardware and equipment. The old hardware and equipment shall be given to the Airport's project manager, together with the index. After delivery of the index and old hardware/equipment, the Airport's project manager will dispose of these items in a manner consistent with City ordinances and polices. Coordination with PPS Contractor may be required for software installation.

5.8.3 *Equipment Inventory*. Equipment counts of each type of equipment to be maintained are included in Table 4 Equipment Counts. PPS Support Contractor shall revalidate the number of devices to be maintained within 14 days from NTP. The Airport will provide all warranty information for the equipment (date of purchase, length of warranty or expiration of warranty, manufacturer's contact information and warranty claim process). The Airport will provide hardware and warranty information for any new locations for PPS and the appropriate level of spares. PPS Support Contractor shall be responsible for maintaining all existing PPS hardware and any new PPS hardware installed throughout the life of the contract. As spares are used, and with approval from the Airport's project manager, PPS Support Contractor shall order replacement spares from PPS Contractor to maintain proper sparing levels, as indicated in Section 5.8.1 above.

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5.9 Consumable Stock Management

5.9.1 PPS Support Contractor shall be responsible for consumable stock management. This includes non-paper consumable stock for ATBs, BTPs, CUSS kiosks, SBD, and DCP, and paper consumable stock for CUSS kiosks, SBD and DCPs.

5.9.2 PPS Support Contractor shall be responsible for ensuring printer stock is replaced when alerts are received for low paper. PPS Support Contractor must refill CUSS kiosk printers, and Shared Use System DCPs with paper.

5.9.3 PPS Support Contractor shall be responsible for analyzing and predicting stock demand by device type and ordering and purchasing of appropriate consumable and stock quantities to have on hand to maintain normal operations.

5.10 Asset Management of PPS Equipment

5.10.1 PPS Support Contractor shall be responsible for maintaining an accurate and current record of all assets associated with the systems it is maintaining. ServiceNow or alternate software will be used to track all assets of the systems. PPS Support Contractor shall be responsible for maintaining asset tag numbers, manufacturer, model, serial number, and date placed into service and location. The Airport will provide all asset tags and asset tagging process and guidelines.

5.10.2 PPS Support Contractor shall issue monthly reports detailing the current inventory, items removed from inventory, and items added to the inventory since the last report using ServiceNow. This report must be generated on demand with current accuracy throughout the life of the Agreement.

5.10.3 PPS Support Contractor shall be responsible for quarterly audits of assets to maintain the integrity of equipment and sparing. This audit will include the geographic location of each asset on an Airport floor plan and must be reported in a mutually agreed upon format, such as Microsoft Visio. The initial floor plan will be provided by the Airport to PPS Support Contractor, including any changes to the floor plan on at least an annual basis.

5.11 Preventative Maintenance

5.11.1 PPS Support Contractor shall confirm specific procedures to maintain and provide preventative maintenance per manufacturer's specifications for all areas of responsibility which will be provided by the PPS vendors during the training process. These procedures shall be reviewed with the Airport for approval annually, in January. The Airport will assist with coordination with PPS vendors for changes to the preventative maintenance procedures as needed.

5.11.2 *Hardware*. PPS Support Contractor shall perform preventative maintenance on all equipment under this Agreement, including cleaning, calibration, and diagnostic testing of computer systems, or peripherals as applicable. This maintenance shall be conducted on a quarterly basis, at a minimum, or more frequently depending on manufacturers' recommendations or failure reports.

5.11.3 *Software*. On a quarterly basis, password management shall be implemented to change device passwords. All password changes must be documented and transmitted to SFO within three calendar (3) days of a change. PPS Support Contractor shall perform error log reviews and provide all necessary patching and updates to workstation operating systems to maintain security and operational efficiency. Workstation updates shall be coordinated with PPS Contractor to prevent system outages.

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5.11.4 *Environmental Maintenance*. PPS Support Contractor shall provide Environmental Maintenance of areas containing Passenger Processing and other related systems and all Workstation and peripherals including ticket counters, gate counters, baggage make-up areas and gate rooms, FIS/Customs and Boarder Protection, and tenant back office equipment. Environmental Maintenance, as used in this Agreement, is defined as keeping free from excess papers, tickets, baggage tags, trash, dust, and dirt caused by everyday activities of the airlines and/or users or its subcontractors. Support Contractor acknowledges that PPS and related systems are sensitive and must be housed in a clean, well-maintained environment.

5.12 PCI and ITT Security Compliance Requirements

5.12.1 PPS Support Contractor shall act in compliance with all PCI DSS per the mutually agreed upon responsibility matrix.

5.12.2 PPS Support Contractor shall conform to all SFO ITT security requirements within its scope (see the attached SFO Acceptable Use Policy for Network Services).

5.12.3 PPS Support Contractor shall perform PPS password management and administration, following SFO's password management policies, to be provided to PPS Support Contractor when they are updated.

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6.0 REPORTING REQUIREMENTS

6.1 PPS Support Contractor shall generate reports at the intervals designated in the nine subjects identified below and summarized in Reporting Requirements Frequency Table 9, and others as determined by the Airport. PPS Support Contractor may use the existing automated tools provided by the Airport to generate the reports or may create its own format using other appropriate tools as necessary, in a format to be approved by the Airport. Reports must contain at a minimum:

6.1.1 Trouble Ticket Summary/Service Level Report. PPS Support Contractor shall provide monthly reports summarizing the service level performance of the Contractor's staff by system and component including quantity, percentage of calls per system, mean time to repair, and failure rates by system and component in a Pareto chart or similar graphic format.

6.1.2 Root Cause Analysis Report. A report of the root cause analysis for each of the top three (3) issues per system for the IDS, Shared Use System, SBD, and CUSS shall be included in the monthly report. The monthly report shall also include the past twelve (12) months' summary trend chart for the top five (5) issues per system. The reports shall be sent electronically to the Airport's project manager in an editable format such as Microsoft Office Excel. PPS Support Contractor shall provide an escalation report on specific pieces of equipment or systems which show repeated failure incidents.

6.1.3 Hardware Report. PPS Support Contractor shall provide a monthly report of specific hardware component failure rates by device type, specific model, and failure mechanism to support analysis of repair procedures, preventative maintenance, equipment evaluation, and/or environmental factors and provide recommendations to reduce the failures. Failures due to external dependencies such as external host systems, network connectivity (Wi-Fi, LAN, or WAN), and electrical power failures shall be noted as such and included in all reports.

6.1.4 Software Report. PPS Support Contractor shall provide a monthly summary report of all PPS system changes as communicated to PPS Support Contractor. Additionally, system changes shall be tracked in an electronic change management log in sufficient detail and description to provide roll back instructions and/or relate changes to adverse effects on system stability or performance. If available, each software component shall have release notes for review and may include documentation of known problems or bugs associated with the application of that component. A separate report listing third party Commercial Off-the Shelf (COTS) software components, their license compliance, and their renewal status will be provided and maintained over the term of this Agreement.

6.1.5 System Status Report. PPS Support Contractor shall provide an emailed copy of the ongoing daily health check status reports for Shared Use Systems, AODB, RMS, and IDS core components including, but not limited to: available system resource capacity parameters such as data base table space, disk space, CPU utilization and memory utilization based on automated monitoring every fifteen (15) minutes or a frequency agreed upon by the Airport and SFOTEC. The data shall be presented in a summarized, checklist format.

6.1.6 Airline Application and Connectivity Support and Airline's Application Outages. PPS Support Contractor shall provide detailed reports using the Airport's ServiceNow tool, regarding each airline Shared Use application including, but not limited to: support calls by failure with categories including user, application, platform, WAN, LAN, and host. This is based upon PPS vendor information and these categories being available in the ServiceNow tool. Outages impacting more than one airline's common use applications shall be documented in an incident report within two (2) calendar days of the

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incident and follow up reports if the root cause analysis is not complete within two (2) calendar days. All open items must be tracked on an open item list for each airline.

6.1.7 Asset Inventory Report. The Asset inventory report shall be sent electronically on a monthly basis, or as requested by SFO Staff.

6.1.8 Balanced Support Score Card & KPIs. A monthly report shall be generated and delivered to SFO staff containing PPS Support Contractor's specific service metrics as they relate to the Service Level. This report shall not replace the monthly Trouble Ticket Summary/Service Level Report.

6.1.9 Monthly Status Report shall include:

- Current staffing levels and staffing activities;
- Known risks and risk mitigation plan;
- Major activities occurring in the previous month;
- Major activities planned for next month;
- Monthly service level report; and
- Action item status report.

Table 9 – Reporting Requirements Frequency

Report	**Frequency**
Trouble Ticket Summary/Service Level Report	Monthly
Root Cause Analysis Report	Monthly
Hardware Report	Monthly
Software Report	Monthly
System Status Report	Daily
Airline Application and Connectivity Support Airline's Application Outages	Monthly Within two (2) calendar days of the incident
Asset Inventory Report	Monthly
Balanced Support Score Card & KPI	Monthly
Monthly Status Report	Monthly

Note: Upon request, PPS Support Contractor may be required to run additional statistical reports generated by the PPS applications or the Service Now ticketing system.

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7.0 SUPPORT LEVELS AND SUPPORT REQUIREMENTS

7.1 Level 1 Support Definition

The identification, documentation and resolution of basic customer and user facing issues related to the PPS including workstations, printers, peripherals, HHTs, DDCs (Digital Device Controllers) and Biometric FacePods. Level 1 support tasks includes the monitoring, reporting and user administration of in scope hardware and applications as well as the following:

7.1.1 Creating and/or responding to PPS trouble tickets.

7.1.2 Initial problem determination and urgency designation.

7.1.3 Tracking PPS problems to resolution.

7.1.4 Repair or replacement of defective passenger and user facing PPS hardware.

7.1.5 Escalation to higher support levels as required.

7.1.6 Installation of PPS workstations and peripherals.

7.1.7 Performing scheduled preventative maintenance and creating trouble tickets when an issue is found.

7.1.8 Answering trouble calls by phone, in-person or via support application.

7.1.9 Monitoring system for health, alerts and notifications.

7.1.10 Creation and distribution of service reports.

7.1.11 Inventory tracking and reporting.

7.1.12 PPS end-point device moves, adds and changes.

7.1.13 Measuring and reporting on monthly service level commitment.

7.1.14 Coordinating the ordering and tracking of spare hardware.

7.1.15 Maintaining PPS user account and password administration.

7.1.16 Maintaining and documenting proper PPS user facing and end-point hardware configuration.

7.1.17 Administering user roles and privileges.

7.1.18 Ordering, purchasing, maintaining and tracking PPS consumable stock.

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7.1.19 Replacing printing paper stock in CUSS kiosk printers, SBD (if equipped with BTP and ATB) and Shared Use System DCPs.

7.1.20 Identifying and resolving PPS device printing issues.

7.1.21 Updating PPS desktop and end-point device operating system and applications.

7.1.22 Fulfilling basic PPS support service request.

7.1.23 Performing basic system administration related to AODB, RMS, Shared Use, CUSS, IDS, Baggage Message Broker and Biometric FacePods.

7.1.24 Developing and writing operational and support procedures.

7.1.25 Providing support, implementation and maintenance in compliance with PCI requirements.

7.1.26 Maintaining a professional manner and positive attitude.

7.2 Level 2 Support Definition

Level 2 Support requires PPS Support Contractor to contact the System Provider's organization-wide resources to work towards the expedient resolution of the problem. PPS Support Contractor must prepare a full reporting to the Airport explaining the service disruption and provide recommendations to avoid similar future problems.

7.3 Level 3 Support Definition

Level 3 Support combines all of the System Provider's resources as well as PPS Support Contractor, the Airport, third-party vendors, and airline station managers. PPS Support Contractor shall attend all Level 3 support meetings and participate in all audio-conferences until the problem is resolved and service is restored to the normal operating condition. PPS Support Contractor shall prepare a full report of the service disruption and provide recommendations to avoid similar problems.

7.4 Service Level Metrics

PPS Support Contractor shall be responsible for meeting the following service levels based upon agreed ticket priorities and measurements identified during the ticket prioritization workshop. During the first three months of the transition from the Airport's existing service provider to PPS Support Contractor, (commencing upon contract effective date or Notice to Proceed date, whichever is later), PPS Support Contractor shall endeavor to meet the following metrics levels:

7.4.1 Mean Time to Acknowledgement of open ticket from SFO Help Desk is within 3 minutes.

7.4.2 Mean Time to Acknowledge and open ticket based on system alarms sent to PPS Support Contractor shall be within 3 minutes.

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7.4.3 Mean Time to Arrival at site of incident is within 12 minutes.

7.4.4 Mean Time to Resolve (MTTR)/Close Ticket for outage: Within the time period agreed on ticket incident priority after the SFO Help Desk has assigned the ticket.

7.4.5 Ninety-eight percent (98%) of all PPS SFO Help Desk tickets shall be resolved within the Level 1 support within the time period agreed on ticket incident priority. PPS Support Contractor shall provide the User and ITT Help Desk with status updates while the problem is being resolved and will close the ticket when the problem has been fully resolved.

7.4.6 The availability of any individual Shared Use workstation shall be no less than ninety-nine point eight percent (99.8%). A Shared Use workstation is considered available only when all hardware system components are operating and fully functional, excluding preventative maintenance.

7.4.7 Maintain Sparing at required Levels as specified in Section 5.8.1 Hardware Replacement Process.

7.4.8 Maintain ninety nine percent (99%) accurate Inventory of all PPS equipment, using the data from the inventory completed by PPS Support Contractor.

7.4.9 Maintain ninety five percent (95%) accurate Configuration Management records of all applications, based upon records provided to PPS Support Contractor.

7.4.10 Implement changes and requests. SFO requires that all reported problems are assigned a priority. The priority will be based on problem impact and the urgency to be resolved. During the transition phase of this project, SFO and PPS Support Contractor shall agree on priority criteria during the ticket prioritization workshop. PPS Support Contractor shall use these criteria to determine incident resolution priority on an on-going basis.

7.4.11 Escalation Process and Criteria. SFO requires a formal problem escalation process and procedure. As part of the Transition Plan, PPS Support Contractor shall work with SFO to gather and document problem escalation criteria and provide SFO a formal escalation process and procedure that will be reviewed as required, but at a minimum, on an annual basis. The criteria for escalation will consider the following parameters:

- Type of System.
- Type of Incident.
- Priority Level by System.
- Contacts.
- Timeframes.
- Roles and Responsibilities

7.4.12 Resolution and restoration of service failures with similar priority levels shall be in the following order and discussed and agreed during the ticket prioritization workshop:

- First: Shared Use System (including Biometric FacePods) and network.
- Second: Baggage Messaging System, SBD, and/or Baggage Handling Interface systems.
- Third: AODB, RMS and IDS systems and data feeds.
- Fourth: Gate systems.
- Fifth: CUSS Kiosks platform or applications.

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- Sixth: Baggage Reconciliation Handheld Scanners.
- Seventh: Individual system components (i.e., workstations or kiosks).

7.4.13 Service Levels for PPS uptime shall only be applicable for circumstances or events that are under the control of PPS Support Contractor. If the failure of a system component or device is due to circumstances or events outside the control of PPS Support Contractor, such as, but not limited to, problems with the airline host system, WAN, LAN, second and third levels of support and or operator error, then such non-availability for a system component or device can be appropriately documented by PPS Support Contractor and excluded from the service level accountability for the effected item(s).

7.4.14 If failure of a system component or device is due to circumstances or events under the direct control of PPS Support Contractor, such as employee misconduct or unannounced or uncoordinated systems maintenance and administration, then such non-availability for a system component or device shall be considered the responsibility of PPS Support Contractor and, if not immediately and appropriately addressed, will result in PPS Support Contractor providing a mutually agreed remediation plan. If the remediation plan is not successful in the agreed upon time, it could result in a default under this Agreement.

8.0 TRAINING

8.1 All PPS Support Contractor staff shall complete training on the systems they are maintaining. PPS Support Contractor shall be responsible for ensuring all trainings materials are current and will work with the Airport Project Manager as needed to get updated training materials from the equipment manufacturers. PPS Support Contractor must ensure all relevant staff complete any training offered by the PPS contractors.

8.2 Training includes PPS administrative training, and training for the support of PPS related applications, systems monitoring, hardware maintenance, and preventative maintenance. It is the responsibility of each PPS Contractor to provide any necessary training required by PPS Support Contractor to perform their responsibilities, which the Airport's Project Manager will coordinate the initial training and additional follow up training requested.

9.0 STAFFING

9.1 General Staffing Requirements

PPS Support Contractor shall provide sufficient numbers of technicians, with sufficient levels of skill and experience to meet Service Level commitments and standards specified in this Agreement. PPS Support Contractor's failure to include minimum staffing levels in the Staffing Plan does not relieve PPS Support Contractor of the obligation to provide the necessary staffing levels to ensure full performance of the work at no additional costs to the Airport. The Airport must pre-approve any changes to the staffing plan, such approval shall not be unreasonably withheld.

PPS Support Contractor shall provide additional staff working on-site during maintenance windows to support major implementations or application upgrades. Overtime hours for any staff must be pre-approved by Terminal Systems Manager. Any additional work, scope, timeframe, and cost will be mutually agreed upon prior to the work commencing.

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PPS Support Contractor shall not assign, schedule, or use personnel designated to perform work under this Agreement to other locations unless approved by the Airport. If approved by the Airport, Contractor's assignment of staff to other contracts with airlines must be outside of the hours support staff are assigned to this Agreement. In the event of a conflict between providing services to the Airport and other contracts with the airlines at the Airport, priority shall always be given to servicing the Airport. The Airport will review resumes of all staff proposed for confirmation that such staff meet the personnel requirements specified in Personnel Requirements Section 9.4 below.

PPS Support Contractor shall provide three levels of resources including Supervisor, Lead Technician, and Technician.

Airport or its Representatives reserve the right, upon reasonable cause, to request that PPS Support Contractor remove personnel from work on this Agreement.

9.2 Coverage Commitment

PPS Support Contractor shall ensure that proper coverage is achieved at all times in the maintenance and support of the equipment and systems. In the event of illness or other unforeseen contingencies, at no additional cost to the Airport, PPS Support Contractor shall not hesitate to increase shift time, use other company technicians, or transfer resources from other projects until such time as local manpower coverage is normalized.

9.3 Key Personnel

PPS Support Contractor shall provide at least one (1) supervisor, and one (1) lead technician for each morning and afternoon shift; one (1) lead technician for the graveyard shift, and one (1) technical site manager. The parties agree that supervisors and lead technicians are "key personnel." At a minimum, the contractor must have one lead technician for the graveyard shift as key personnel.

PPS Support Contractor shall promptly notify the Airport regarding reassignment or replacement of key personnel, which personnel shall meet all qualifications for their respective positions as outlined in Personnel Requirements Section 9.4 below.

9.4 Personnel Requirements

9.4.1 General Qualifications

- Valid driver's license or other valid government-issued identification.
- Ability to obtain security clearances sufficient to work in the SIDA and Customs area.
- Lift 50 pounds to counter height unassisted, and 50-100 pounds shoulder height assisted.
- Work underneath, in and around small areas, including ticket and gate counters, telecommunication rooms, under desks.
- Be knowledgeable about all systems related to passenger processing used at SFO, new and existing, to provide adequate support.
- Be proficient in diagnosing problems, identifying corrections, and implementing solutions.

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- Perform a combination of duties in support of various computer-based systems and related equipment including administration, operation, and maintenance of computer systems and data communication systems.
- Communicate in English well enough to converse with all SFO internal staff, commissioners, vendors, contractors, consultants, airline personnel, tenants, and the traveling public.
- Work rotations for responding to service calls.
- Work with Airport personnel to clarify scope of the request.
- Generate and actively manage service tickets.
- Communicate status of work orders and provide estimated time of completion.
- Communicate and work with staff members to ensure timely closure of work orders.
- Develop and maintain a variety of records and/or documentation for assigned area of responsibility.
- Comply with Airport Commission Rules and Regulations.

9.4.2 Supervisor Qualifications. Supervisor works closely with technical staff and customers to coordinate customer support, develop, and monitor support standards, service level agreements and support procedures. This individual is responsible for assistance with managing and maintaining the support staff and resources. The supervisor must be able to perform maintenance, problem resolution, system monitoring, troubleshooting, root cause analysis, asset management and support activities as well as manage the staff. This position serves as the lead technical expert and works closely with the SITA airlines, SFO Terminal Services, and SFO ITT in delivering excellent customer service and high levels of system availability.

- Minimum Supervisor Qualifications
  - 4 years of service support or similar IT experience.
  - At least 4 years of technical knowledge of computers, printers, keyboards, servers, switches, cabling, connectors, scanners, monitors, etc.
  - At least 4 years of experience as a Systems Administrator.
  - Demonstrate at least 2 years leadership experience.
  - Maintain sufficient knowledge to perform the duties of the Technicians as needed.
- Supervisor Essential Duties
  - Work directly with the Manager of SFO Terminal Systems in supervising and leading staff to include: scheduling, prioritizing and assigning work; conducting performance evaluations; ensuring staff is trained; and assist with making disciplinary decisions.
  - Direct, manage, and coordinate customer support and client relations within the SFO, tenants, airlines, etc.
  - Assist with developing, implementing, and managing Service Level Agreements (SLAs), which involves facilitating discussions with SFO management regarding current and anticipated service requirements and alternative approaches.
  - Develop and maintain analytical tools for audit and control of service support.
  - Develop and maintain an asset inventory of all equipment under the contractor’s responsibility.
  - Document procedures used to resolve problems. Create FAQs and Knowledge Base for customer service and problem resolution.
  - Attend daily support meetings as necessary.

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- Manage changes through the approved change management process.
- Participate in and ensure that all application changes are properly tested and validated through Quality Assurance.
- Facilitate monthly patch release testing, verification, and installations.
- Coordinate and manage anti-virus updates for the PPS and IDS.
- Participate in the disaster recovery and business resumption process.
- Participate in PCI support, remediation, and certification.
- Participate in the planning, communication, implementation, documentation and turnover for new PPS hardware, software, applications, and system implementations.
- Develop and write operational and support procedures.
- Liaison with the PPS and IDS solution providers, third party vendors, tenants and the airlines to discuss, document and resolve support and customer service issues.
- Oversee the daily operational activities of systems under their purview.
- Assist with planning and evaluating the work of staff.
- Supervise the development of staff to maximize improvement of skills and to provide for cross training.
- Monitor and report on all PPS and IDS performance metrics per the SLA requirements.
- Ensure reporting needs are met.
- Act as a liaison between SFO and application vendors to develop, enhance, and improve systems operations.
- Report to management on system projects, future plans, usage, limitations, performance, security, and related issues.
- Recommend policies for the use of PPS and IDS systems.
- Provide input to management regarding long-range PPS and IDS plans and expansion.
- Responsible for all duties assigned to the technician staff.

9.4.3 Lead Technician Qualifications

- One lead Technician per shift.
- Provide hands-on support for all SFO customers.
- Provide leadership to technicians supporting the shift.
- Lead Technicians must be great communicators who can translate their technical knowledge into actionable solutions.
- Possess the skills to research problems and come up with a solution.
- Lead Technicians are able to work under minimal supervision with established processes while documenting incidents and remedies.
- Lead Technicians escalate complex situations to the next tier of support with clear details.
- The Lead Technician is presumed to possess specialization with particular PPS systems.
- Lead Technician must have at least: (1) two (2) years of Service Desk or similar IT experience; (2) two (2) years of technical knowledge of computers, printers, keyboards, servers, switches, cabling, connectors, scanners, monitors, etc.; (3) experience supporting PPS systems such as Common/Shared Use, Kiosks, and Display Systems.

9.4.4 Technician Qualifications

- Provide hands-on support for all SFO customers.

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- Must be great communicators who can translate their technical knowledge into actionable solutions.
- Possess the skills to research problems and come up with a solution.
- Work under minimal supervision with established processes while documenting incidents and remedies.
- Escalate complex situations to the next tier of support with clear details.
- Must have at least one (1) year of Service Desk or similar IT experience.
- Must have at least one (1) year of technical knowledge of computers, printers, keyboards, servers, switches, cabling, connectors, scanners, monitors, etc.

9.4.5 Lead Technician/Technician Duties

- Assist with establishing a standard process for systems support, monitoring, maintenance, and reporting.
- Provide technical assistance.
- Assist in the identification of system software bugs or modification needs. Formulate proper resolution request to system representatives; monitor problems to resolution.
- Identify areas where change, use, or increased use of automated systems would provide increased speed, accuracy, or efficiency.
- Follow procedures for setting up users, changing permission levels and deleting users.
- Ensure all applications are functioning properly as needed.
- Work with vendors on the installation, operation, and maintenance of software products running on various computer systems.
- Provide end-user support, including researching end user complaints, researching issues, answering technical questions, and/or assisting with application problems.
- Printer and other workstation connected device support as needed.
- Monitor and respond to the system, desktop, printer, peripheral and network alerts.
- Respond to phone calls and emails related to Shared Use Passenger Processing support and Information Display System.
- Ensure accurate entry and routing of customer support requests.
- Track incidents, requests, and problems through Service Now. Keep status current on a daily basis.
- Provide airline graphic and logo support and administration.
- Participate in PPS and IDS security audits.
- Remote and on-site technical support as needed.
- Contact outside vendors to obtain documentation, information, or support.
- Equipment Setup
    - Install and configure workstations, printers as needed.
    - On-site setup of workstations and migration of data as needed. Includes the setup/imaging of workstation and data migration of old workstations.
    - On site and/or bench service for workstation rebuilds due to user error/ destructive download issues/software installations as needed.
    - Install peripheral devices and their software drivers.

9.4.6 PPS Support Contractor Responsibilities Regarding Employee Management

PPS Support Contractor is responsible for the following:

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- Payment of all badging costs for each employee.
- Payment of key deposits required for each employee's facility keys.
- Purchasing approved tools and supplies necessary to perform the job requirements.
- Providing all personal computer hardware and software necessary to perform the job requirements.
- Providing copier and/or printers necessary to perform job requirements.
- Providing cell phone equipment and services as needed.
- Payment of monthly employee parking fees.

9.4.7 Flexible Staffing. From time to time, the Airport may request increasing or decreasing the level of service, additions, or deletions, in which event the Airport and PPS Support Contractor shall mutually agree on appropriate staffing changes and associated costs. Following a decrease in level of services, the Airport and PPS Support Contractor shall monitor passenger activity to ensure level of services are met. If passenger volumes return to 80% of the levels that exist prior to the decrease, the Airport and PPS Support Contractor shall review staffing requirements. Airport and Support Contractor will agree on the effective date of staffing changes with at least 60-day adjustment time to allow for hiring and on-boarding of support staff.

10.0 TRANSITION PLAN

One week following Notice to Proceed (NTP), PPS Support Contractor shall provide a Technical Support Transition Plan detailing the transition milestones, deliverables, tasks, required communication, risk impact, support training, support reporting, staff assignment plan, escalation plan and transition schedule required to transition from SFO's existing Support Contractor. SFO requires one week to review and provide comments on the Technical Support Transition Plan. SFO's approval is required before the Plan is final.

PPS Support Contractor shall provide a Project Manager and an on-site Technical Site Manager to manage the transition and Work Breakdown Structure for the transition.

During the transition period, PPS Support Contractor's Project Manager shall facilitate weekly project status meetings to provide status updates, a three-week rolling schedule and issues log. The weekly status report shall be emailed to the project stakeholders to ensure all parties are aware of the critical project status. A ticket prioritization workshop will be scheduled and attended by both PPS Support Contractor and the Airport to mutually agree upon incident priorities and resolution urgency as detailed in Section 7.4 Service Level Metrics.

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Appendix B
Other Requirements

1. **Description of Services**

Contractor agrees to perform the following Services:

All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

2. **Services Provided by Attorneys.** Any Services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

3. **Reports.** Contractor shall submit written reports as requested by the Airport Commission including information regarding staff assigned to the Agreement. Format for the content of such reports shall be determined by the Airport Commission. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

4. **Department Liaison.** In performing the Services provided for in this Agreement, Contractor's liaison with the Airport will be the person identified in Agreement at Section 11.1, Notices to the Parties. Such individual shall be the Contractor's primary point of contact for all purposes under this Agreement.

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Appendix C
Calculation of Charges

1. Contractor's Monthly Invoice shall itemize expenses and deductions using the categories below.

Direct Labor Costs Per Employee

Direct Labor costs per employee (Front Line Staff and Supervisor Staff only) for all positions for the services to be performed at the Airport. "Direct Labor Costs" must include the hourly wage and all benefits costs directly associated with each position, separated by Front Line Staff and Supervisor Staff. The Labor Costs Per Employee as set forth in the form must include the following:

- Estimated number of full-time positions for each position title (the estimated number must be either a whole number or half of a whole number i.e., 1.0, 1.5, 2.0)
- Hourly Wage, which can be listed as an hourly wage range (ex. $21.00 - $23.25) for each position
- Number of Paid Days Off
- Benefits costs for Health Insurance, Dental Insurance, Vision Insurance, Retirement, Workers Compensation, Payroll Tax, Life Insurance, and Disability that the selected Contractor will provide an employee. Provide employee benefits per position as follows:
  - Employee
  - Employee + 1
  - Employee + 2 (or more also known as Family)

- Other costs/benefits paid specifically refers to expenditures directly made for employee benefits, encompassing such items as healthcare, wellness programs, and additional employee-centric amenities which are not already explicitly stated on the form, and which are paid or otherwise provided directly to the employee.

Benefit costs should either be stated as monthly or hourly according to the Contractor's payroll practices. The City will only reimburse actual costs with supporting documentation for the authorized labor and benefit costs.

Front Line Staff					*Note costs per hour OR per month based on what will actually be paid on an employee's behalf												
Position Title	No. of Full-Time Positions	Hourly Wage (paid to employee)	Number of Paid Days Off	Health Plan Type (Select Plan Type)	Hourly Health	Monthly Health	Hourly Dental	Monthly Dental	Hourly Vision	Monthly Vision	Hourly Retirement	Monthly Retirement	Monthly Workers Compensation	Monthly Payroll Tax Costs	Monthly Life Insurance	Monthly Disability	Other Costs/ Benefits Paid to Employee (itemized)	Total Hourly Labor Cost
1. Standard Technician	7	$24.68	23+	EE Only		$841.12		$0.00		$0.00		$0.00	$64.00	$380.33	$5.24	$34.91	$0.00	$32.33
				EE + 1		*$0.00*		*$0.00*		*$0.00*		*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	
				EE + 2		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
2. Senior Technician	5	$29.25	23+	EE Only		$841.12		$0.00		$0.00		$0.00	$64.00	$380.33	$5.24	$34.91	$0.00	$36.90
				EE + 1		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
				EE + 2		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
3. LBE Technician	1	$28.42	15	EE Only	$12.37		$0.00		$0.00		$0.00		$115.00	$399.60	$0.00	$0.00	$0.00	$43.76
				EE + 1	$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	
				EE + 2	$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	

Supervisor Staff					*Note costs per hour OR per month based on what will actually be paid on an employee's behalf												
Position Title	No. of Full-Time Positions	Hourly Wage (paid to employee)	Number of Paid Days Off	Health Plan Type (Select Plan Type)	Hourly Health	Monthly Health	Hourly Dental	Monthly Dental	Hourly Vision	Monthly Vision	Hourly Retirement	Monthly Retirement	Monthly Workers Compensation	Monthly Payroll Tax Costs	Monthly Life Insurance	Monthly Disability	Other Costs/ Benefits Paid to Employee (itemized)	Total Hourly Labor Cost
		$52.00	30	EE Only	$5.73		$0.29		$0.04		$3.12		$299.22	$1,191.67	$37.38	$19.11	$8.95	
1. Supervisor	0.5	$53.04	30	EE + 1	*$23.97*		*$0.55*		*$0.06*		*$3.12*		*$299.22*	*$1,191.67*	*$37.38*	*$19.11*	*$8.95*	*$98.67*
		$52.00	30	EE + 2	$15.30		$0.70		$0.06		$3.12		$299.22	$1,191.67	$37.38	$19.11	$8.95	
2. Lead Technician Level 1	2	$32.00	23+	EE Only		$841.12		$0.00		$0.00		$0.00	$64.00	$380.33	$5.24	$34.91	$0.00	$39.65
				EE + 1		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
				EE + 2		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
3. Lead Technician Level 2	2	$34.00	23+	EE Only		$841.12		$0.00		$0.00		$0.00	$64.00	$380.33	$5.24	$34.91	$0.00	$41.65
				EE + 1		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
				EE + 2		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
4. LBE Supervisor	1	$32.23	18	EE Only	$2.35		$0.00		$0.00		$0.00		$115.00	$450.12	$0.00	$0.00	$0.00	$37.84
				EE + 1	$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	
				EE + 2	$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	

Staffing Level Adjustments

This staffing level adjustment shall not affect the Management Fee costs. The Airport and Contractor shall agree on the staffing levels required to maintain service level agreements, as a result of increases or decreases in the number of equipment, airline operations and other factors.

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Other Direct Costs - Authorized Reimbursables

The following costs are authorized for reimbursement. No other costs are reimbursable.

		Monthly Costs	Annual Costs
1	Employee badges	*$875.00*	*$10,500.00*
2	Employee parking	*$8,400.00*	*$100,800.00*
3	Uniforms	*$800.00*	*$9,600.00*
4	Cell phone, landlines, data, fax	*$650.00*	*$7,800.00*
5	Use of tools and equipment	*$0.00*	*$0.00*
6	Office supplies	*$500.00*	*$6,000.00*
7	Training	*$2,100.00*	*$25,200.00*
8	Licenses and permits associated with work	*$0.00*	*$0.00*
9	Travel (transportation, food and lodging)	*$0.00*	*$0.00*
10	Shipping and handling of consumables, parts and materials	*$2,500.00*	*$30,000.00*
	Total	**$15,825.00**	**$189,900.00**

Non-Reimbursable costs include but are not limited to:

- Food and beverages that are not a part of an Airport-approved training program
- Computer software programs
- Stationary and/or business cards
- Postage charges for routine certified, first-class and priority mail letters emanating from an office outside the Airport
- Express, next-day, or two-day shipments (e.g., DHL, Fedex, UPS, etc.) unless it is part of an authorized purchase of equipment or other materials and supplies.
- Payroll services
- Lost or stolen keys and badge issued by the Airports Security Access Office
- Gifts of any kind

Management Fee

The Management Fee shall constitute full compensation to the Contractor for any and all management fees, profit, overhead, administrative costs and non-reimbursable costs associated with the administration of the Contract and performance of services under this Contract. The Management Fee shall include all costs associated with principals, managers, assistant managers, and administrative staff. The Management Fee does not include Direct Labor Costs, Other Direct Costs - Authorized Reimbursables, or the Mobilization Costs. The Management Fee will be fixed, for the entire of the Agreement, which will be the original term of two (2) years and one option to extend the term for three (3) additional years for a total of five (5) years.

Monthly Fee	**$83,408**	
	Annual Fee	**$1,000,896**

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2. Consumables, Parts and Materials **Estimated Annual Amount of $300,000**

For purchases of consumables, parts and materials for which Contractor seeks reimbursement, the monthly invoice shall attach documentation of the amount paid by Contractor, including the original invoices from the OEM/supplier, including tax and freight charges with no markup.

2.1 The Contractor shall provide the best available pricing for all consumables, parts and materials invoiced to the City. The Contractor shall obtain preapprovals for all expenditures, including freight associated with parts not under warranty. For purchases of parts and materials above $5,000 per unit, the contractor must provide three quotes to be approved by the Airport. However, the parties agree that if there are parts or materials that can only be purchased from specific certified vendors, then the Contractor will provide documentation justifying that only that specific vendor and no other can provide the required parts or materials to justify a single quote.

2.2 The Contractor shall assume responsibility for tracking the warranties available from the vendors on all purchased parts and exercise those warranties when required.

2.3 All quotes shall be included with the invoice along with documentation of the approval to purchase.

As-Needed Services **Not to Exceed $500,000**

Under Subsection 4.1.1 of the Agreement, as-needed services shall be requested by the City through the issuance of a written task order signed by the City and Contractor. The parties agree that any additional workers added on for as needed services will be reimbursed by the City at the same total hourly labor cost rate as the existing employees.

Other

No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

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Appendix D
San Francisco Labor and Employment Code Update*

*A number of the City's contracting provisions have been redesignated in a new Labor and Employment Code, which is operative as of January 4, 2024. The redesignation did not change the substance or meaning of the provisions; it has simply changed where the provisions can be found and how they are referred to.

Cross Reference Table for Citations in AIR-600 Professional Services Agreement

Section of AIR-600 Contract Template	**Old Location: San Francisco ADMINISTRATIVE CODE**	**New Location: San Francisco LABOR & EMPT CODE**	**Subject Matter**
3.6.1 (Covered Services)	Chapter 21C	Article 102	Miscellaneous Prevailing Wages Requirements
3.6.7 (Compliance Monitoring)	Chapter 21C	Article 102	Miscellaneous Prevailing Wages Requirements
10.4 (Consideration of Salary History)	Chapter 12K	Article 141	Salary History
10.5.1 (Nondiscrimination in Contracts)	Chapter 12B Chapter 12B.2 Chapter 12C Chapter 12C.3	Article 131 Article 131.2 Article 132 Article 132.3	Nondiscrimination in Contracts Nondiscrimination in Property Contracts
10.5.2 (Nondiscrimination in Employee Benefits)	Chapter 12B.2	Article 131.2	Nondiscrimination in Employee Benefits
10.7 (Minimum Compensation Ordinance)	Chapter 10.7	Article 111	Minimum Compensation Ordinance
10.8 (Health Care Accountability Ordinance)	Chapter 12Q Chapter 12Q.3	Article 121 Article 121.3	Health Care Accountability Ordinance
10.14 (Consideration of Criminal History in Hiring and Employment Decisions) 10.14.1 10.14.2	Chapter 10.14	Article 142	Consideration of Criminal History in Hiring and Employment Decisions

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 24-0120

AWARD OF CONTRACT NO. 50354.01 TO SITA INFORMATION NETWORKING COMPUTING USA, INC. FOR SHARED USE PASSENGER PROCESSING SYSTEM SUPPORT SERVICES IN AN AMOUNT NOT TO EXCEED $7,080,000 FOR A TERM OF TWO YEARS STARTING JULY 1, 2024 THROUGH JUNE 30, 2026 WITH ONE 3-YEAR OPTION TO EXTEND THE CONTRACT, EXERCISABLE AT THE SOLE DISCRETION OF THE COMMISSION

WHEREAS, the Airport's Shared Use Passenger Processing System (PPS) is comprised of various devices and systems designed to assist airlines with passenger processing, such as devices that print and read boarding passes and bag tags. The selected firm is responsible for providing Level 1 basic technical support functions on a 24/7 basis throughout the Airport; and

WHEREAS, the existing Contract No. 11211.51 with SITA Information Networking Computing USA, Inc. (SITA) will expire on June 30, 2024; and

WHEREAS, on December 5, 2023, by Resolution No. 23-0286, the Commission authorized Staff to reissue a Request for Proposals (RFP) for Contract No. 50354.01 for PPS support services and to conduct negotiations with the highest-ranking firm; and

WHEREAS, on February 8, 2024, the Airport received three proposals. All three firms met the minimum qualifications, as set forth in the RFP; and

WHEREAS, a three-person evaluation panel reviewed and scored the proposals, and conducted oral interviews with the three proposers; and

WHEREAS, based on the written proposal and oral interview scores, SITA was the highest-ranking proposer; and

WHEREAS, Staff has negotiated an agreement with SITA and recommends award; now, therefore, be it

RESOLVED, that this Commission awards Contract No. 50354.01 to SITA Information Networking Computing USA, Inc. for the Shared Use Passenger Processing System support services, in an amount not to exceed $7,080,000 for a term of two years starting July 1, 2024 through June 30, 2026 with one 3-year option to extend the Contract, exercisable at the sole discretion of the Commission.

I hereby certify that the foregoing resolution was adopted by the Airport Commission

at its meeting of JUN 4 2024

Secretary

San Francisco International Airport

MEMORANDUM

June 4, 2024

TO: AIRPORT COMMISSION
Hon. Malcolm Yeung, President
Hon. Everett A. Hewlett Jr., Vice President
Hon. Jane Natoli
Hon. Jose F. Almanza
Hon. Mark Buell

24-0120
JUN 4 2024

FROM: Airport Director

SUBJECT: Award of Contract No. 50354.01 to SITA Information Networking Computing USA, Inc.

DIRECTOR'S RECOMMENDATION: AWARD CONTRACT NO. 50354.01 TO SITA INFORMATION NETWORKING COMPUTING USA, INC. FOR SHARED USE PASSENGER PROCESSING SYSTEM SUPPORT SERVICES, IN AN AMOUNT NOT TO EXCEED $7,080,000, FOR A TERM OF TWO YEARS STARTING JULY 1, 2024 THROUGH JUNE 30, 2026 WITH ONE 3-YEAR OPTION TO EXTEND THE CONTRACT, EXERCISABLE AT THE SOLE DISCRETION OF THE COMMISSION.

Executive Summary

Staff previously requested, and the Commission authorized, issuance of a Request for Proposals (RFP) for Contract No. 50354 to provide Level 1 support for hardware maintenance, system administration, and system monitoring and support on the Airport's Passenger Processing Systems (PPS). Staff requested and the Commission authorized Staff to reject all proposals from the RFP for Contract No. 50354, to re-issue the RFP for Contract No. 50354.01 with refined submission requirements, and to authorize Staff to enter negotiations with the highest-ranked proposer from the new RFP process. The Commission also authorized the extension of the current Contract No. 11211.51 term by six months to June 30, 2024 to allow sufficient time to complete the RFP process and avoid a gap in service.

Staff seeks Airport Commission approval to award Contract No. 50354.01 for Level 1 support for hardware maintenance, system administration, and system monitoring on the Airport's PPS to SITA Information Networking Computing USA, Inc. (SITA), in an amount not to exceed $7,080,000 for a term of two years starting July 1, 2024 through June 30, 2026 with one 3-year option to extend the Contract, exercisable at the sole discretion of the Commission.

Background

The Airport's PPS is comprised of various devices and systems designed to assist airlines with the passenger processing services. This contract is for Level 1 support which includes identifying, documenting, and resolving basic customer and user-facing issues related to the PPS including workstations, printers, peripherals, and scanners. Level 1 support also includes monitoring the Airport's PPS and other Airport systems such as check-in kiosks, self-bag drops, information display systems, baggage message systems, and baggage reconciliation systems. The Contractor acts as the system administrator for the PPS and is responsible for creating and responding to the resolution of PPS trouble tickets; repair and replacement of defective passenger- and user-facing PPS hardware; requests for service from airlines; inventory tracking and

THIS PRINT COVERS CALENDAR ITEM NO. 3.

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

LONDON N. BREED *MAYOR* | MALCOLM YEUNG *PRESIDENT* | EVERETT A. HEWLETT, JR. *VICE PRESIDENT* | JANE NATOLI | JOSE F. ALMANZA | MARK BUELL | IVAR C. SATERO *AIRPORT DIRECTOR*

Post Office Box 8097 San Francisco, California 94128 Tel 650.821.5000 Fax 650.821.5005 www.flysfo.com

reporting of systems spare parts; ordering, maintaining, and tracking of consumable stock; and replacing printing paper stock, bag tags, and boarding passes. Level 1 support will be provided on a 24-hour, 7-day-per-week basis.

On December 5, 2023, by Resolution No. 23-0286, the Commission authorized Staff to re-issue a new RFP for Contract 50354.01 for PPS support services and to conduct negotiations with the highest-ranking firm.

The Contract Monitoring Division has established Local Business Enterprise subcontracting requirement of 5%, which SITA is committed to achieving.

On February 8, 2024, the Airport received three proposals. All three firms met the minimum qualifications.

The Selection Process

A three-member evaluation panel reviewed the three proposals and scored them against the evaluation criteria set forth in the RFP. The panelists were: a Customer Service Manager for United Airlines; an Airport Manager for Qantas Airways Limited; and a Data Analytics Manager and Hearing Officer at SFO. On April 9, 2024, three proposers participated in oral interviews. Because of scheduling conflicts, the panelist from SFO was unable to attend the oral interviews.

The maximum points allotted for this RFP is 5,400. The results of the evaluation process are set forth in the table below:

Proposer	Written	Oral	Total
SITA Information Networking Computing USA, Inc.	3,625.70	566.00	4,191.70
ESP Global Services	3,381.00	522.00	3,903.00
ServiceTec International, Inc.	3,449.15	450.00	3,899.15

SITA was the highest-ranked proposer, and Staff has successfully negotiated the scope of work, billing rates, and fees with SITA. The term for Contract No. 50354.01 will be two years starting July 1, 2024 through June 30, 2026 with one 3-year option to extend the Contract, exercisable at the sole discretion of the Commission.

A Notice of Intent to Award was issued on May 20, 2024. No protests were received.

Recommendation

I recommend this Commission award Contract No. 50354.01 to SITA Information Networking Computing USA, Inc. for the Shared Use Passenger Processing System support services, in an amount not to exceed $7,080,000 for a term of two years starting July 1, 2024 through June 30, 2026 with one 3-year option to extend the Contract, exercisable at the sole discretion of the Commission.

Ivar C. Satero
Airport Director

Prepared by: Jeff Littlefield
Chief Operating Officer

Attachment

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AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 26-0096

APPROVAL OF MODIFICATION NO. 1 TO CONTRACT 50354.01 WITH SITA INFORMATION NETWORKING COMPUTING USA INC., FOR SHARED USE PASSENGER PROCESSING SYSTEM SUPPORT SERVICES, TO EXERCISE ITS THREE-YEAR OPTION TO EXTEND THE TERM, UPDATE THE SCOPE OF SERVICES, AND INCREASE THE AMOUNT NOT-TO-EXCEED BY $9,700,546 FOR A NEW TOTAL AMOUNT NOT TO EXCEED $16,780,546

WHEREAS, the Airport's shared use passenger processing system (PPS) is comprised of various devices and systems designed to assist airlines with passenger processing, such as devices that print and read boarding passes and bag tags. The Airport engages a contractor for providing Level 1 basic technical support functions for the PPS on a 24/7 basis throughout the Airport; and

WHEREAS, on June 4, 2024, by Resolution No. 24-0120, the Commission awarded Contract No. 50354.01 (Contract) to SITA Information Networking Computing USA Inc. (SITA), in an amount not to exceed $7,080,000 for shared use PPS support services for an initial term of two years with one 3-year option to extend the Contract, exercisable at the sole discretion of the Commission, with the current term expiring June 30, 2026; and

WHEREAS, the Contract Monitoring Division established a Local Business Enterprise subcontracting requirement of 5% for this contract, which SITA is committed to achieve or exceed; and

WHEREAS, Staff is now requesting approval for Modification No. 1 to the Contract to exercise its three-year option to extend the term to June 30, 2029, update the scope of services, and increase the Contract amount by $9,700,546 for a new total amount not to exceed $16,780,546 for shared use passenger processing system support services; now, therefore, be it

RESOLVED, that this Commission approves Modification No. 1 to Contract No. 50354.01 with SITA Information Networking Computing USA Inc., for shared use passenger processing system support services, to exercise its three-year option to extend the term to June 30, 2029, update the scope of services, increase the Contract amount by $9,700,546 for a new total amount not to exceed $16,780,546; and, be it further

RESOLVED, that because this Modification will exceed $10,000,000 the Commission directs the Director of Commission Affairs to seek Board of Supervisors approval of this Modification pursuant to San Francisco Charter Section 9.118(b).

I hereby certify that the foregoing resolution was adopted by the Airport Commission at its meeting of

MAY 5 2026

Director of Commission Affairs

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SAN FRANCISCO INTERNATIONAL AIRPORT

MEMORANDUM
May 5, 2026

TO: AIRPORT COMMISSION
Hon. Malcolm Yeung, President
Hon. Susan Leal, Vice President
Hon. Jose F. Almanza
Hon. Mark Buell
Hon. Nancy Tung

26-0096
MAY 5 2026

FROM: Airport Director

SUBJECT: Approval of Modification No. 1 to Contract No. 50354.01 with SITA Information Networking Computing USA Inc.

DIRECTOR'S RECOMMENDATION: APPROVE MODIFICATION NO. 1 TO SITA INFORMATION NETWORKING COMPUTING USA INC., FOR SHARED USE PASSENGER PROCESSING SYSTEM SUPPORT SERVICES, TO EXERCISE ITS THREE-YEAR OPTION TO EXTEND THE TERM, UPDATE THE SCOPE OF SERVICES, AND INCREASE THE AMOUNT NOT-TO-EXCEED BY $9,700,546 FOR A NEW TOTAL AMOUNT NOT TO EXCEED $16,780,546.

Executive Summary

SITA Information Networking Computing USA Inc. (SITA) provides support for hardware maintenance, system administration, and monitoring of the Airport's shared use passenger processing system (PPS) throughout the terminals. The existing Contract is set to expire on June 30, 2026.

Staff seek Airport Commission (Commission) approval of Modification No. 1 to Contract No. 50387 (Contract) with SITA for shared use PPS support services, to exercise the three-year option to extend the term to June 30, 2029, update the scope of services, and increase the Contract amount by $9,700,546 for a new total amount not to exceed $16,780,546.

Background

The Airport's PPS is comprised of various devices and systems designed to assist airlines with the passenger processing services. The scope of services in this Contract is for Level 1 support which includes identifying, documenting, and resolving basic customer and user-facing issues related to the PPS including workstations, printers, peripherals, and scanners.

Level 1 support also includes monitoring the Airport's PPS and other Airport systems such as check-in kiosks, self-bag drops, information display systems, baggage message systems, and baggage reconciliation systems. SITA acts as the system administrator for the PPS and is responsible for creating and responding to the resolution of PPS trouble tickets; repair and replacement of defective passenger- and user-facing PPS hardware; requests for

THIS PRINT COVERS CALENDAR ITEM NO. 1

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO
DANIEL LURIE MAYOR | MALCOLM YEUNG PRESIDENT | SUSAN LEAL VICE PRESIDENT | JOSE F. ALMANZA | MARK BUELL | NANCY TUNG | MIKE NAKORNKHET AIRPORT DIRECTOR
POST OFFICE BOX 8097 SAN FRANCISCO, CA 94128 TEL 650.821.5000 FLYSFO.COM

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service from airlines; inventory tracking and reporting of systems spare parts; ordering, maintaining, and tracking of consumable stock; and replacing printing paper stock, bag tags, and boarding passes. Under this modification, the scope of work will update the list of vendor applications, hardware installed, and equipment count. Level 1 support will be provided on a 24-hour, 7-day per-week basis.

On June 4, 2024, by Resolution No. 24-0120, the Commission awarded the Contract to SITA, in an amount not to exceed $7,080,000 for shared use PPS support services for an initial term of two years with one 3-year option to extend the Contract, exercisable at the sole discretion of the Commission.

The Contract Monitoring Division established a Local Business Enterprise subcontracting requirement of 5% for this contract, which SITA is committed to achieve or exceed.

Staff is now requesting approval for Modification No. 1 to the Contract to exercise its 3-year option to extend the term to June 30, 2029, update the scope of services, and increase the Contract amount by $9,700,546 for a new total amount not to exceed $16,780,546 for continued support services to the shared use passenger processing system.

Because the proposed Contract modification will increase the Contract amount to exceed $10,000,000, the Board of Supervisors must approve Modification No. 1 to the Contract pursuant to San Francisco Charter Section 9.118(b).

Recommendation

I recommend the Commission approve Modification No. 1 to Contract No. 50354.01 with SITA Information Networking Computing USA Inc., for shared use passenger processing system support services, to exercise its three-year option to extend the term to June 30, 2029, update the scope of services, increase the Contract amount by $9,700,546 for a new total amount not to exceed $16,780,546, and direct the Director of Commission Affairs to seek Board of Supervisors approval of Modification No. 1 pursuant to San Francisco Charter Section 9.118(b).

Sincerely,

DocuSigned by:
Mike Nakornkhet
F7216F51AF8F4BE...

Mike Nakornkhet
Airport Director

Prepared by: Jeff Littlefield
Chief Operating Officer

Attachment

San Francisco Ethics Commission
25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
Phone: 415.252.3100 · Fax: 415.252.3112

Filing Information

Record Number

SFEC126F0001085

Status

BOS Legislative Clerk Acceptance

SFEC126f Form Type

126f4 BOS

File Number (BOS)

260507

Type of Filing

Original

Contractor Information

Contractor Name

SITA Information Networking Computing USA, Inc.

Contractor Email

marissa.mcafee@sita.aero

Contractor Phone #

(602) 373-3158

International Address?

No

Contractor Address (US)

600 Galleria Parkway SE, Suite 1000

Contractor City and State

Atlanta - GA

Contractor Zip Code

30339

Country

United States of America

Contract Information

Contract Amount

$16,780,546.00

Bid/RFP#

50354.01

Sourcing Event ID

0000009046

Description of Amount of Contract

Total Ct NTE: $16,780,546, Original Ct NTE $7,080,000, Mod 1 NTE $9,700,546

Contract Description

Contractor to provide hardware maintenance, system administration, and system monitoring and support on the Airport's Shared Use Passenger Processing Systems in the InternationalTerminal and Terminal 1 at SFO. Airport's Shared Use Passenger Processing System (PPS) is comprised of various devices and systems designed to assist airlines with passenger processing, such as devices that print and read boarding passes and bag tags. Contractor is responsible for providing Level 1 basic technical support functions on a 24/7 basis throughout the Airport

City Agency - Departmental Contact Information

Departmental Contact

Cathy Widener

Departmental Contact Phone #

+16508215023

Full Department Name

AIR - Airport Commission

Agency Contact Email

cynthia.avakian@flysfo.com

Contract Approval

Mayoral Approval Not Required

false

Affiliates and subcontractors

Entity Type	First Name	Last Name	Entity or Sub/Contractor Name
CEO	David	Lavorel	SITA/Contractor
Other Principal Officer	Shawn	Gregor	SITA/Contractor
CFO	Rishi	Ramano	SITA/Contractor
Other Principal Officer	Tanja	Popovic	SITA/Contractor
Other Principal Officer	Catharine C.	Young	SITA/Contractor
Subcontractor	Julie	Zhou	ActNet/Subcontractor
Subcontractor	Ross	Nehrt	Essintial/Subcontractor

SAN FRANCISCO INTERNATIONAL AIRPORT

May 11, 2026

Ms. Angela Calvillo, Clerk of the Board
Board of Supervisors
City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

SUBJECT: Approval of Modification No. 1 to Contract No. 50354.01 Shared Use Passenger Processing with SITA Information Networking Computing USA Inc.

Dear Ms. Calvillo,

Pursuant to Section 9.118 of the City Charter, I am forwarding to the Board of Supervisors the proposed Resolution approving Modification No. 1 to Contract No. 50354.01 for Shared Use Passenger Processing (Agreement) between the City and County of San Francisco, acting by and through its Airport Commission, and SITA Information Networking Computing USA Inc. This Modification No. 1 is to exercise the one three-year option to extend the contract term to June 30, 2029 and increase the contract amount by $9,700,546 for a new not-to-exceed amount of $16,780,546. The Airport Commission has approved the terms of the contract by adopting Resolution No. 26-0096 on May 5, 2026.

The following is a list of accompanying documents:

- Board of Supervisors Resolution;
- Award Airport Commission Resolution No. 26-0096;
- Memorandum accompanying Airport Commission Resolution No. 26-0096;
- Award Airport Commission Resolution No. 24-0120;
- Memorandum accompanying Airport Commission Resolution No. 24-0120;
- Form SFEC-126 for the Board of Supervisors;
- Copy of Original Agreement No. 50354.01;
- Copy of Modification No. 1 to Agreement No. 50354.01, executed by SITA Information Networking Computing USA Inc.

Please contact Cathy Widener, Chief External Affairs Officer, at 650-821-5023 if you have any questions or concerns regarding this matter.

Sincerely,

Kantrice Ogletree /s/

Kantrice Ogletree, Director
Commission Affairs

Enclosures:
Dyanna Volek, Government Affairs

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

DANIEL LURIE MAYOR | **MALCOLM YEUNG** PRESIDENT | **SUSAN LEAL** VICE PRESIDENT | **JOSE F. ALMANZA** | **MARK BUELL** | **NANCY TUNG** | **MIKE NAKORNKHET** AIRPORT DIRECTOR

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