

DocuSigned by:

Ricardo Valle

B1979560E3734FB...
DocuSigned by:

Enrique Guadianos

33B4C21C2056440...
DocuSigned by:

Eva Cheong

EC16E390CF99410...
DocuSigned by:

Jeff Littlefield

551EA8A2B8214A0...
DocuSigned by:

Sung Kim

B3F744D32AFE4B7...

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

**Modification No. 4
Ct No. 50195
PeopleSoft Ct ID 1000019485**

This Modification is made this 2nd day of December, 2025, in the City and County of San Francisco, State of California, by and between: BEUMER Lifecycle Management LLC, 800 Apgar Drive, Somerset, NJ 08873 (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. City and Contractor have entered into the Agreement for the San Francisco International Airport (the “Airport” or “SFO”) (as defined below); and
- B. On February 4, 2020, the Office of Contract Administration approved this Agreement under San Francisco Administrative Code Chapter 21.5(d), Proprietary Article No. 12 for the procurement of repairs for equipment, including service and parts when repairs must be done by the manufacturer of the system; and
- C. On June 16, 2020, by Resolution No. 20-0111, the Commission awarded this Agreement to the Contractor for a term commencing August 1, 2020, and ending June 30, 2023, and a not-to-exceed amount of \$21,000,000; and
- D. On July 28, 2020, by Resolution No. 356-20, the Board of Supervisors approved the Agreement under San Francisco Charter Section 9.118; and
- E. On May 17, 2023, City and Contractor administratively modified the Agreement through Modification No. 1 to extend the term of the agreement under San Francisco Administrative Code 21.24 to December 31, 2023, add a subcontractor, modify Contractor’s responsibilities related to installed software and hardware, and to update standard contract language; and
- F. On June 20, 2023, by Resolution No. 23-0145, the Commission approved Modification No. 2 to the Agreement which exercised the option to extend the agreement by one and a half years to a new contract end date of June 30, 2025, and increased the contract amount by \$17,000,000 to a new not-to-exceed contract amount of \$38,000,000; and
- G. On October 17, 2023, by Resolution No. 490-23 the Board of Supervisors approved Modification No. 2 under San Francisco Charter Section 9.118, extending the agreement term by one and a half years to a new contract end date of June 30, 2025, and to increase the not-to-exceed contract amount for a reduced amount of \$14,000,000 for a new not-to-exceed contract amount of \$35,000,000; and
- H. On June 4, 2025, City and Contractor administratively modified the Agreement through Modification No. 3 to extend the agreement term by six months to a new contract end date of December 31, 2025, with no change to the not-to-exceed contract amount; and

I. City and Contractor desire to modify the Agreement to increase the not-to-exceed contract amount by \$350,000, for a new not-to-exceed contract amount of \$35,350,000, with no change to the contract end date; and

J. On December 2, 2025, by Resolution No. 25-0213 the Commission approved Modification No. 4 to the Agreement which increased the contract amount by \$350,000 to a new not-to-exceed contract amount of \$35,350,000, with no change to the contract end date; and

K. There is no Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement; and

L. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 48746-20/21 on July 19, 2021; and

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

1. Article 1. Definitions, Section 1.1 Agreement is replaced as follows:

1.1 “Agreement” means the contract document dated June 16, 2020, Modification No. 1 dated May 17, 2023, Modification No 2 dated June 20, 2023, and Modification No. 3 dated June 4, 2025 including all attached appendices, and all applicable city ordinances and “Mandatory City Requirements” which are specifically incorporated into this Agreement by reference as provided herein.

2. Article 3. Financial Matters, Section 3.3.1 Calculation of Charges is hereby amended to increase the not-to-exceed total contract amount by \$350,000 to a new not-to-exceed total contract amount of \$35,350,000.

3. Section 12.7 Airport Commission Cyber Security Requirements is added to the Agreement as follows:

12.7 Airport Commission Cyber Security Requirements.

12.7.1 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.

12.7.2 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.

12.7.3 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 published in the KEV catalog, and critical vulnerabilities in all other information technology must be addressed within three business days of being published.
- 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.
- 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 attestation to these circumstances to meet these remediation requirements for City’s review.

12.7.4 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.

12.7.5 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 Cyber Risk Assessment Questionnaire or SSAE 18 SOC-2 Type 2 report.

12.7.6 **Critical Systems.** For purposes of this Agreement, a Critical System is defined to include, without limitation, any software, system, service or network-enabled device which, if compromised, has the potential to adversely impact Airport Operations or the TSA-approved Airport Security Program, or which has been designated as a Critical System under Department of Homeland Security (DHS) Transportation Security Administration (TSA) Joint Emergency Amendment (EA) 23-01 (“TSA Joint EA 23-01”) or National Amendment 22-01, as may be amended by DHS/TSA. The following requirements apply if Contractor will or may provide or potentially affect any Critical Systems in the performance of this Agreement:

- Any technology, including without limitation, all software, hardware, provided or maintained under this Agreement by Contractor that is designated as a Critical System is required to meet all DHS/TSA cybersecurity requirements specified under “Attachment 2” of TSA Joint EA 23-01 throughout the term of this Agreement, as may be amended by DHS/TSA.
- All costs associated with Contractor efforts to establish and/or maintain ongoing compliance with these TSA requirements are the sole responsibility of the Contractor.
- Contractor shall provide City with the records necessary to establish ongoing compliance upon request.
- Contractor acknowledges that all such compliance related records may be confidentially shared with TSA as part of the Airport’s ongoing obligations under 14 CFR Part 139 and 49 CFR Parts 15 and 1520.
- “Attachment 2” of TSA Joint EA 23-01, when provided to Contractor by the City, is to be protected by Contractor as City’s confidential information and Contractor agrees to securely destroy all copies as soon as no longer needed and in all cases prior to the end of the term of this Agreement.
- A copy of “Attachment 2” of TSA Joint EA 23-01, in its entirety, is available upon execution of the City’s “Non-Disclosure Agreement for Sensitive Security Information.”
- Contractor shall not delegate, novate, or assign any of its TSA Joint EA 23-01 compliance-related obligations under this Agreement without the written approval of the City.
- The terms and conditions of this Agreement, including but not limited to all TSA Joint EA 23-01 compliance obligations, apply to all third-party software incorporated by Contractor into any part of any technology or services provided to the City under this Agreement.

- All TSA Joint EA 23-01 cybersecurity requirements for Critical Systems are in addition to all applicable cybersecurity requirements specified elsewhere in this Agreement.

12.7.7 **Data-flow Diagram.** Contractor shall provide and maintain an accurate network data-flow diagram showing the relationships of reliance within and among all network-enabled components that are required for the services and technology being provided under this Agreement to operate as intended. The data-flow diagram must include the network Transmission Control Protocol (“TCP”) and User Datagram Protocol (“UDP”) ports being used, and the name of the application associated with each data flow. (For purposes of this Agreement, these terms are use in accordance with industry recognized standards concerning the proper operation of Internet Protocol (“IP”) networks as defined under the Internet Engineering Task Force RFC 9293, "Transmission Control Protocol", etc.)

12.7.8 City acknowledges and agrees that some provision of this Section 12.7 have been proposed by the City after Contractor has provided its products and services and that as such, related costs are not included in this Agreement and that the requirements are not part of the Contractor’s current offering. City and Contractor agree that Contractor may provide those related costs to the City, and funds for such costs can be addressed through the as-needed services authorized under this Agreement.

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

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

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

<p>CITY AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO</p> <p>DocuSigned by: <i>Mike Nakornkhet</i> By: _____ F7216F51AF8F4BE... Mike Nakornkhet, Airport Director</p> <p>Attest:</p> <p>DocuSigned by: <i>Kantrice Ogletree</i> By: _____ 85B9720881A341D... Kantrice Ogletree, Director Commission Affairs</p> <p>Resolution No: 25-0213</p> <p>Adopted on: December 2, 2025</p> <p>Approved as to Form:</p> <p>David Chiu City Attorney</p> <p>Signed by: <i>Andrew Angeles</i> By: _____ 13B2D6DDCF48405... Andrew Angeles Deputy City Attorney</p>	<p>CONTRACTOR</p> <p>DocuSigned by: <i>Mark J. Sibley</i> By: _____ 92F59B33D88B437... Mark J. Sibley, President</p> <p>BEUMER Lifecycle Management LLC 800 Apgar Drive Somerset, NJ 08873 Phone: 732-893-2800</p> <p>City Supplier Number: 0000040977 Federal Employer ID Number: 82-3745033</p>
---	--

From: [Daniel Tsang \(AIR\)](#)
To: [Board of Supervisors \(BOS\)](#)
Cc: [Dyanna Volek \(AIR\)](#)
Subject: Executed Contract - File 250971
Date: Wednesday, February 25, 2026 3:08:47 PM
Attachments: [Mod 4 \(fully executed\).pdf](#)

Good afternoon,

Please find attached the executed contract for File [250971](#).

Airport Professional Services Agreement - BEUMER Lifecycle Management, LLC - Operation and Maintenance of Airport Baggage Handling Systems - Not to Exceed \$30,000,000

Thank you,

Daniel



Daniel Tsang (he/him/his)

Government & Policy Assistant | Government Affairs

San Francisco International Airport | P.O. Box 8097 | San Francisco, CA 94128

Office: 650.821.4006 | flysfo.com

[Facebook](#) | [X](#) | [YouTube](#) | [Instagram](#) | [LinkedIn](#) | [Threads](#)