

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

**Modification No. 3**

This Modification is made this 1st day of June 2021, in the City and County of San Francisco, State of California, by and between: Vanderlande Industries 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. City and Contractor have entered into the Agreement for the San Francisco International Airport (the “Airport” or “SFO”) (as defined below); and
- B. The Commission is authorized to enter into all contracts which relate to matters under its jurisdiction; and
- C. On July 19, 2016, by Resolution No. 16-0222, the Commission awarded this Agreement to Contractor for a term of three (3) years with two (2) 1-year extension options, and a not-to-exceed amount of \$5,397,000; and
- D. On August 27, 2019, by Resolution No. 19-0180, the Commission approved Modification No. 1 to exercise the first 1-year option, and to increase the contract amount by \$4,396,875, for a new not-to-exceed amount of \$9,793,875; and
- E. On June 16, 2020, by Resolution No. 20-0112 the Commission approved Modification No. 2 to exercise the second and final 1-year option, and to increase the contract amount by \$3,852,617, for a new not-to-exceed amount of \$13,646,492; and
- F. On July 21, 2020, by Resolution No. 344-20, the Board of Supervisors approved Modification No. 2 under San Francisco Charter Section 9.118, to exercise the second and final 1-year option, and to increase the compensation under the contract by the reduced amount of \$2,953,956, for a new not-to-exceed amount of \$12,747,831; and
- G. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the contract duration through September 30, 2022, increase the contract amount by \$4,262,816, for a new total contract amount not-to-exceed \$17,010,647, and to update contractual clauses; and
- H. On June 1, 2021, by Resolution No. 21-0132, the Commission approved this Modification No. 3 to the Agreement to extend the term through September 30, 2022, and to increase the contract amount by \$4,262,816, for a new total contract amount not to exceed \$17,010,647; and
- I. On September 14, 2021, by Resolution No. 418-21, the Board of Supervisors approved Modification No. 3 under San Francisco Charter Section 9.118; to extend the term through September 30, 2022, and to increase the contract in a reduced amount of \$3,862,816 for a new not-to-exceed amount of \$16,610,647; and

J. Approval for this Agreement was obtained when the Civil Service Commission approved the modification of PSC No. 47087-15/16 on June 21, 2021; and

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

Now, THEREFORE, the parties agree as follows:

**1. Article 1. Definitions, Section 1.1 Agreement** is hereby deleted in its entirety and replaced to read as follows:

1.1 “Agreement” means the contract document dated July 1, 2017, Modification No. 1 dated August 27, 2019, and Modification No. 2 dated June 16, 2020, including all appendices, and all applicable city ordinances and “Mandatory City Requirements” which are specifically incorporated by reference into this Agreement.

**2. Article 1. Definitions, Section 1.5 Confidential Information** is hereby deleted in its entirety and replaced to read as follows:

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 Contract.

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.

3. **Article 1. Definitions, Section 1.13 Digital Signature** is hereby added to the Agreement to read as follows:

1.13 “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.

4. **Article 2. Term of Agreement, Section 2.1**, is hereby amended to extend the term of the contract for one (1) year for a new ending date of September 30, 2022.

5. **Article 3. Financial Matters, Section 3.3.1 Payment** is hereby amended to increase the total compensation payable by an amount not to exceed Three million, Eight Hundred Sixty-Two Thousand, Eight Hundred Sixteen Dollars (\$3,862,816) including \$100,000 for replacement parts and materials costs, for a new total not to exceed amount of Sixteen Million, Six Hundred Ten Thousand, Six Hundred and Forty-Seven dollars (\$16,610,647).

6. **Article 11 General Provisions, 11.1 Notice to Parties, Section 11.1.1** is hereby added to read as follows:

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.

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

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

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

**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 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 **Confidential Information.** In the performance of Services, Contractor may have access to City Data and /or City’s Confidential Information, the disclosure of which to third parties may damage City. If City discloses City Data or Confidential Information to Contractor, 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.** – Not applicable.

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

13.4 **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.

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

13.5.1 **Use of City Data and Confidential Information.** Contractor agrees to hold City’s Data received from, or collected on behalf of, the City, in strictest confidence. Contractor shall not use or disclose City’s 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’s Data outside the United States is subject to prior written authorization by the City. Access to City’s 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 herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data 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.

13.5.2 **Disposition of Confidential Information.** Upon request of City or termination or expiration of this Agreement, and pursuant to 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 collected by Contractor on City’s behalf, which includes all original media. Once Contractor has received written confirmation from City that City’s 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,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

9. **Appendix A, Services to be provided by Contractor** is hereby amended as follows:

**Attachment 3.1 to Appendix A, Equipment List** is hereby updated to reflect the additional equipment being maintained as follows:

- a. **Equipment List – Summary** is deleted and replaced in its entirety with new **Table 1-Equipment List Summary** (See Table 1).

**Table 1-** Equipment List Summary

TERMINAL 2 BHS	
EQUIPMENT	TOTAL
TICKET COUNTER CONV	9
LOAD/UNLOAD CONV	13

TRANSPORT COV	116
SHORT TRANSPORT CONV	22
INCLINE/DECLINE CONV	55
QUEUE CONV	123
LONG MERGE	20
SHORT MERGE	4
INDEXING CONV	6
POWERTURNS	106
VERTASORT	6
HIGH SPEED DIVERTERS (HSDII)	30
FIRE DOORS	10
AUTOMATIC TAG READERS	4
BAGGAGE DIMENSIONER	1
MAIN CONTROL PANELS	17
CONTROL PANELS	6
CN2DN PANELS	26
MPLC PANELS	2
<b>TERMINAL 3 CLAIM 10 (as needed)</b>	<b>1</b>
<b>PBBs</b>	
<b>Terminal 1, Boarding Area B: B2, B4, B5, B6, B7, B8, B9, B10, B11, B11-S, B12, B13, B14, B15, B16, B17, B18. B19, B20, B21, B22, B23, B24, B25, B26, B27</b>	26
<b>Terminal 2, Boarding Area C: C3, C4, C5, C6, C7, C8, C9, C10 and C11</b>	9
<b>Terminal 2, Boarding Area D: D11, D12, D14, D15, D16</b>	5

- b. **PBB Equipment List – Detailed** is deleted and replaced in its entirety with new Table 2 -**PBB Equipment List Detailed** (See Table 2).

**Table 2 -PBB Equipment List Detailed**

TERMINAL / BOARDING AREA	GATES	MFG	SERIAL #	MODEL #	INSTALLED	PC AIR	REELS	HOSES	400Hz CABLES	# of Cables	COMMON USE	ON CALL
1/BAB	B10	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	
1/BAB	B2	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	
1/BAB	B4	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	
1/BAB	B5	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	
1/BAB	B6	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	
1/BAB	B7	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	
1/BAB	B8	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	
1/BAB	B9	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	
1/BAB	B11	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	
1/BAB	B11S	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	
1/BAB	B12	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	
1/BAB	B13	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	

1/BAB	B14	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	
1/BAB	B15	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	
1/BAB	B16	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	
1/BAB	B17	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	
1/BAB	B18	JBT	New	A3 60/119-125R	5/19	Yes	1	2	Yes	1	X	
1/BAB	B19	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	
1/BAB	B20	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	
1/BAB	B21	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	
1/BAB	B22	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	
1/BAB	B23	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	
1/BAB	B24	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	
1/BAB	B25	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	
1/BAB	B26	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	
1/BAB	B27	JBT	New	A3 64/131-125R	5/19	Yes	1	2	Yes	1	X	
1/BAC	C3	Jetway	36077	A3-58/110	1988	Yes			Yes		X	X
1/BAC	C4	Jetway										
1/BAC	C5	Jetway	35306	A3-58/110	1988	Yes			Yes		X	X
1/BAC	C6	Jetway									X	X
1/BAC	C7	Jetway	35308	AD 50/59	Unkno wn	Yes			Yes		X	X
1/BAC	C8	Jetway									X	X
1/BAC	C9	Jetway	35308	SF3 50/95	Unkno wn	Yes			Yes		X	X
1/BAC	C10	Jetway									X	X
1/BAC	C11	Jetway	35309	AD3 50/95	Unkno wn	Yes	Basket	1	Yes	1	X	
2/BAD	D15	Jetway	31400	A3/60119-125R	2013	Yes	1	1	Yes	1	X	
2/BAD	D16	Jetway	31403	A364/131 125R	2010	Yes	1	1	Yes	1	X	
2/BAD	D11	Jetway			2010	Yes	1	1	Yes	1	X	
2/BAD	D12	Jetway									X	
2/BAD	D14	Jetway									X	
2/BAD	D1- D14	Jetway	Various	A364/131 125R	2010	Yes			Yes			X
3/BAE	E1-E13	Jetway	Various	A358/116; A361/127	2013	Yes			Yes			X

NOTE: COMMON USE AND ON CALL PBBS ARE SUBJECT TO CHANGE FROM TIME TO TIME

c. New Table 3 -**PBB Accessories** is hereby added to Attachment 3.1 (See Table 3).

**Table 3 - PBB Accessories**

NO.	DESCRIPTION	QUANTITY
1	Baggage Lift	3
2	Potable Water Cabinet (PWC) – existing	12
3	PWC – March 2020	9
4	PWC – May 2021	9
5	Aircraft Docking System	4

**10. Appendix B, Calculation of Charges**, is hereby amended to add Calculation of Charges for the extension period from October 1, 2021 through September 30, 2022 shown in Year 6 table below for a total of \$4,262,816 including \$100,000 for replacement parts and material costs, to read as follows:

**Year 6 – Detailed Labor Pricing Breakdown for extension period October 1, 2021 through September 30, 2022.**

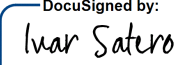

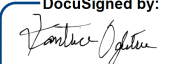

Detailed Pricing Breakdown								
7.1 Labor Costs (First twelve (12) months of Fully Staffed Service) Year Period #								
	Position Title	No. Full-Time Positions	Hourly Wage	Burden % *	Hourly Wage with Burden	Annual Full Time Labor Hours 1FT yr = 2,080 hrs X No. Positions	Annual Total Hours (Excluding PTO)	Annual Labor Cost with Burden
1	Site Manager	1	\$ 53.55	107.82%	\$ 111.30	693	618.67	\$68,855.68
2	Maintenance Technicians	9.325	\$ 72.51	79.62%	\$ 130.25	6465	5769.07	\$751,392.89
3	Control Room Operator	2.8	\$ 26.52	123.37%	\$ 59.24	1941	1732.27	\$102,626.09
4	Laborer/Unjammer/Manual Enc	4	\$ 60.88	106.69%	\$ 125.83	2773	2474.67	\$311,392.08
5		0	\$ -	0.00%	\$ -	0	0.00	\$0.00
6		0	\$ -	0.00%	\$ -	0	0.00	\$0.00
7	Site Manager	1	\$ 53.55	107.82%	\$ 111.30	520	464.00	\$51,641.76
8	Maintenance Technicians	9.325	\$ 73.43	79.62%	\$ 131.89	4849	4326.80	\$570,648.81
9	Control Room Operator	2.8	\$ 26.52	123.37%	\$ 59.24	1456	1299.20	\$76,969.56
10	Laborer/Unjammer/Manual Enc	4	\$ 60.88	106.69%	\$ 125.83	2080	1856.00	\$233,544.06
11		0	\$ -	0.00%	\$ -	0	0.00	\$0.00
12		0	\$ -	0.00%	\$ -	0	0.00	\$0.00
13	Site Manager	1	\$ 53.55	107.82%	\$ 111.30	867	773.33	\$86,069.60
14	Maintenance Technicians	9.325	\$ 75.25	79.62%	\$ 135.17	8082	7211.33	\$974,761.96
15	Control Room Operator	2.8	\$ 26.52	123.37%	\$ 59.24	2427	2165.33	\$128,282.61
16	Laborer/Unjammer/Manual Enc	4	\$ 60.88	106.69%	\$ 125.83	3467	3093.33	\$389,240.10
17		0	\$ -	0.00%	\$ -	0	0.00	\$0.00
* Burden % shall include all costs associated with Proposer's Labor costs including, but not limited to: paid time off, payroll taxes, pension costs health insurance, dental insurance, unemployment insurance, workers comp insurance, and any other benefits and indirect labor costs.								\$3,745,425.20
7.2 All Other Costs for Service (Monthly)								
Identify all other costs of performing the work identified in Exhibit G - Draft Appendix A, Services to be Provided by the Contractor, expressed in a monthly fee. The monthly fee should include all administrative and overhead costs not already addressed in other sections of the proposal, such as: use of tools and equipment; uniforms; parking and badging; data, cell phones, landlines, fax; corporate insurance; office supplies, fuel and consumables; arranging for purchase and delivery of spare parts; training; licenses and permits associated with work; travel								
All Other Monthly Costs for Service							\$ 10,437.30	\$125,247.65
7.3 Profit Margin. Expressed as a percentage of the Total Labor Cost								
Expressed as a percentage of the Total Labor Cost							7.80%	\$292,143.17
10	SUBTOTAL COST WITH PROFIT							\$4,162,816.01
Mobilization cost							50.00	
<b>TOTAL ANNUAL CONTRACT COST</b>							<b>\$4,162,816.01</b>	
Time Period								Monthly Invoice Value Not to Exceed
Oct. 01, 2021 - Jan. 31, 2022 (4 months)								\$343,349.25
Feb. 01, 2022 - Apr. 30, 2022 (3 months)								\$345,717.30
May 01, 2022 - Sep. 30, 2022 (5 months)								\$350,453.42
NOTE: Exceptions, modifications and omissions from the requested information will not be accepted. Deviations from the required calculations and format will result in rejection of proposal as non-responsive.								

- Work for passenger boarding bridges will be modified as required based on the pricing schedule above as they come off warranty and require full maintenance.

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

**12. 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.

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By:  <small>DocuSigned by: 8CFDC3E9126544B...</small> Ivar C. Satero, Airport Director	DocuSigned by:  <small>AA540A993D99464...</small> Authorized Signature
Attest:  By:  <small>DocuSigned by: 85B9720881A341D...</small> Kantrice Ogletree, Secretary Airport Commission	Rene Peerboom Printed Name
Resolution No: <u>21-0132</u>  Adopted on: <u>June 1, 2021</u>	MD Airports West Coast USA Title
Approved as to Form:  Dennis J. Herrera City Attorney	Vanderlande Industries Inc. Company Name
By:  <small>DocuSigned by: DE0F4C2305AE4DA...</small> Sallie Gibson Deputy City Attorney	0000008757 City Vendor Number
	1974 West Oak Cir Address
	Marietta, GA, 30062 City, State, ZIP
	(770) 250-2800 Telephone Number
	980182968 Federal Employer ID Number