File No. _200006_ Committee Item No. _1_

Board Item No. _6_

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Committee: Budget & Finance Committee Date February 12, 2020

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Completed by: _Linda Wong_ Date February 7, 2020

Completed by: _Linda Wong_ Date February 19, 2020

1 [Airport Professional Services Agreement Modification – SITA Information Networking Computing USA, Inc. - Airport's Shared Use Passenger Processing Systems - Not to Exceed
2 $15,894,796]

3

4 **Resolution approving Modification No. 1 to Contract No. 11211.51, Support of**

5 **Airport's Shared Use Passenger Processing Systems, with SITA Information**

6 **Networking Computing USA, Inc., to increase the contract amount by $5,928,253 for**

7 **a new not to exceed amount of $15,894,796 with no change to the contract term to**

8 **expire on December 31, 2023, to commence upon approval by the Board of**

9 **Supervisors, pursuant to Charter, Section 9.118(b).**

10

11 WHEREAS, On November 20, 2018, the Airport Commission approved Resolution

12 No. 18-0366 authorizing Airport staff to award Professional Services Contract No. 11211.51

13 to SITA Information Networking Computing USA, Inc. to provide support for the Airport's

14 Shared Use Passenger Processing Systems in an amount not to exceed $9,966,543 for a

15 period of five years effective January 1, 2019; and

16 WHEREAS, On December 17, 2019, pursuant to Resolution No. 19-0320, the Airport

17 Commission approved Modification No. 1 to increase the Contract amount by $5,928,253 for

18 a new Contract amount not to exceed $15,894,796; and

19 WHEREAS, Charter, Section 9.118(b), provides that the agreements entered into by a

20 department, board or commission requiring anticipated expenditures by the City and County

21 of ten million dollars, shall be subject to approval by the Board of Supervisors by resolution;

22 and

23 WHEREAS, The original Contract and Modification No. 1 are both on file with the

24 Clerk of the Board of Supervisors in File No. 200006, which is hereby declared to be a part of

25 this Resolution as if set forth fully herein; now, therefore, be it

Airport Commission
BOARD OF SUPERVISORS Page 1

1   RESOLVED, That the Board of Supervisors hereby approves Modification No. 1 to

2   Airport Contract No. 11211.51, Airport's Shared Use Passenger Processing Systems, with

3   SITA Information Networking Computing USA, Inc., to increase the contract amount by

4    $5,928,253 for a new not to exceed amount of $15,894,796; and, be it

5   FURTHER RESOLVED, That within 30 days of Modification No. 1 being fully

6   executed by all parties, the Airport Commission shall provide it to the Clerk of the Board for

7   inclusion in the official file.

Item 1 File 20-0006	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 $5,928,253 from $9,966,543 to $15,894,796. The five-year term of the contract from January 2019 through December 2023 would remain the same.

Key Points

- The Airport selected SITA following a competitive solicitation 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: check-in and boarding systems, common use self-service kiosks, baggage messaging system, baggage reconciliation system, resource management system, airport operational data base, passport control systems, and public information systems. The RFP defined support for these systems as hardware maintenance, system administration, and 24/7 monitoring of system and hardware performance.

- The proposed increase in the contract amount will be used to support additional equipment coming online as additional gates and other passenger and processing facilities become operational in Terminal 1. According to the Airport's Director of Terminal Systems, the additional equipment needed for the new gates and facilities in Terminal 1 were not included in the original contract because the Airport did not finalize the total number of equipment to be installed until after the January 2018 when the Airport authorized the solicitation for the contract services.

Fiscal Impact

- The original base contract budget over the five year term from 2019 through 2023 is $9,626,078 for salaries, other contract services, and profit, increasing by $2,676,401 or 27.8 percent to $12,302,479 under the contract modification. Contract staffing will increase in the second contract year (beginning in March 2020) from 15.5 positions to 21.5 positions.

- The original contract budget for paper, supplies, shipping, and as-needed services over the five year term is $340,463, increasing nine-fold to $3,251,852 under the contract modification. The increase for paper and supplies is due to underestimation of the actual need over the five year term. The increase is as-needed services is for additional staff to support additional equipment to be activated in Terminal 1 in May 2021 and March 2023.

- According to the Airport's Director of Terminal Systems, sufficient funding is available in the Airport's Operating Budget to cover the increased contract costs.

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 January 2018, the Airport released a Request for Proposals (RFP) to select a vendor 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: check-in and boarding systems, common use self-service kiosks, baggage messaging system, baggage reconciliation system, resource management system, airport operational data base, passport control systems, and public information systems. The RFP defined support for these systems as hardware maintenance, system administration, and 24/7 monitoring of system and hardware performance. The RFP did not include the Passenger Processing equipment since that was going to be procured under the Terminal 1 construction project. The final equipment count was under negotiation with the airlines during the time of the RFP.

The Airport received three proposals, of which two were deemed responsive. The proposal from SITA Information Networking Computing USA, Inc. (SITA) received the higher score from the review panel consisting of Vice President and Station Manager for Japan Airlines; Manager, Facility Maintenance Operations for United Airlines; Terminal Systems Manager, Operations and Security, for the Airport; and Senior Information Systems Engineer, Information Technology and Telecommunications, for the Airport. . On November 2018, the Airport Commission approved a contract with SITA for a five year term, January 2019 through December 2023, and a not-to-exceed amount of $9,966,543. Because the contract was below $10 million and had a term of less than ten years, it did not require Board of Supervisors' approval.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would approve the first modification to the Airport's contract with SITA to increase the not-to-exceed amount by $5,928,253 from $9,966,543 to $15,894,796. The term of the contract would remain the same. The increase in the contract amount will be used to support additional equipment coming online as additional gates and other passenger and processing facilities become operational in Terminal 1. According to the Airport's Director of Terminal Systems, the additional equipment needed for the new gates and facilities in Terminal 1 were not included in the original contract because the Airport did not finalize the total volume of equipment to be installed until after the January 2018 issuance of the RFP.

Table 1 below shows the increase in equipment to be installed and supported under the contract with SITA for Terminal 1.

Table 1: Supported Equipment in Terminal 1

Terminal 1	Oct. 2018	March 2020	May 2021	March 2023	5 Year Increase
Passenger Processing Equipment	34	533	643	729	695
Information Displays	125	447	486	492	367
Total Equipment	**159**	**980**	**1,129**	**1,221**	**1,062**

Source: Airport

As shown above, the total equipment in Terminal 1 to be supported by SITA staff is expected to increase by 1,062 devices over the term of the contract.

FISCAL IMPACT

The original base contract budget over the five year term from 2019 through 2023 is $9,626,078 for salaries, other contract services, and profit, increasing by $2,676,401 or 27.8 percent to $12,302,479 under the contract modification. The original contract budget for paper, supplies, shipping, and as needed services over the five year term is $340,463, increasing nine-fold to $3,251,852 under the contract modification, as shown in Table 2 below.

Table 2: Original and Proposed SITA Contract Budget

	Original Contract	Proposed Modification	Increase
Contract Budget			
Labor, profit, and services	$9,626,078	$12,302,479	$2,676,401
Other Contract Expenses			
Supplies (non-paper)	134,587	339,655	205,068
Paper	155,027	1,053,060	898,033
Shipping Costs	8,850	208,907	200,057
As-Needed Services	42,000	84,000	42,000
Flexible Staffing	0	1,906,694	1,906,694
Subtotal	$340,463	$3,592,316	$3,251,852
Total	**$9,966,542**	**$15,894,795**	**$5,928,253**

Source: Original Amounts taken from Appendix B of January 2019 SITA Contract and Proposed Amounts provided by Airport staff.

Note: Original contract budget is less than not-to-exceed amount approved by the Airport Commission by $1.

Contract increases totaling $5,928,253 include:

- $2,676,401 in labor, services, and profit expenditures over the remaining four years of the contract to support passenger processing and information display equipment in as a result of the Terminal 1 expansion project.[1]

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[1] Total contract positions in Year 1 were 15.5, including technicians, lead technicians, supervisors, and managers. Contract positions increased to 21.5 in Year 2: technician positions increased by five, from five to ten; and supervisor positions increased by one, from five to six.

- $1,906,694 for flexible staffing to pay for labor to support additional equipment in Terminal 1 to be activated in May 2021 and March 2023. According to Airport staff, prior to the activation dates, the Airport and SITA will mutually agree on appropriate staffing levels and associated costs to support the additional equipment.

- $898,033 and $205,068 for paper and supplies respectively, which were underestimated in the original contract for the passenger processing equipment. The increase in the contract modification takes into account actual expenditures in the first year for supplies and paper, and the additional passenger processing equipment being installed in Terminal 1.[2]

- $42,000 for increased as-needed labor due to unanticipated installation, and replacement or activation of new equipment.

Contract Spending

The contract budget for the first year of the contract from January 2019 through December 2019 was $2,089,179, and actual expenditures were $2,154,678 which includes $2,028,646 for labor expenditures plus $38,621 for supplies and $87,412 for paper.

According to the Airport's Director of Terminal Systems, sufficient funding is available in the Airport's Operating Budget to cover the increased contract costs.

RECOMMENDATION

Approve the proposed resolution.

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[2] According to Airport staff, the original contract allocated only $155,027 for paper and $134,587 for supplies for the entire five-year contract period; actual expenditures in the first year of the five-year contract (January-December 2019) for paper expenditures were $87,412 and supplies were $38,621.

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

Modification No. 1

THIS MODIFICATION (this "Modification") is made as of December 17, 2019 in San Francisco, California, by and between **SITA Information Networking Computing USA Inc., 3100 Cumberland Boulevard, Suite 900, Atlanta, GA 30339** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Airport Commission, hereinafter referred to as **"Commission."**

RECITALS

A. City and Contractor have entered into the Agreement for the San Francisco International Airport (the "Airport" or "SFO") (as defined below); and,

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

C. On November 20, 2018, by Resolution No. 18-0366 the Commission awarded this Agreement to the Contractor for the term of January 1, 2019 through December 31, 2023 for a not-to-exceed amount of $9,966,543; and

D. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to increase the contract amount, update the scope of work and calculation of charges, and update standard contractual clauses; and

E. On December 17, 2019, by Resolution No. 19-0320, the Commission approved this Modification to the Agreement increasing the contact amount by $5,928,253 for a new not-to-exceed amount of $15,894,796; and

F. On [insert date], by Resolution No. [insert resolution number], the Board of Supervisors approved the Agreement under San Francisco Charter Section 9.118; and

G. Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46785-16/17 on June 19, 2017; and

H. The Commission desires to modify the Agreement for administrative changes required by recently enacted San Francisco contracting ordinances; and

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

Now, THEREFORE, the parties agree that the following Articles have been changed as follows:

1. **Article 1. Definitions, 1.1 Agreement** has been revised. The definition "Agreement" shall mean the Agreement dated January 1, 2019 between Contractor and City.

2. **Article 1. Definitions, 1.10 Other Terms** is now added to the Agreement as follows:

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

3. **New Section 1.11 City Data is hereby added to the Agreement to read as follows:**

1.11 City Data. "City Data" or "Data" includes all data collected, used, maintained, processed, stored, or generated by or on behalf of the City in connection with this Agreement. This includes data that is provided by a third-party for use under this Agreement, but shall exclude Contractor Intellectual Property.

4. **New Section 1.12 Confidential Information** is hereby added to the Agreement to read as follows:

1.12 Confidential Information. "Confidential Information" 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 that is subject to local, state, or federal laws or regulations restricting its disclosure, including but not limited to Private Information as defined under San Francisco Administrative Code Chapter 12M (Chapter 12M), 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 and regardless of whether such information is in its original form, a copy, or a derivative product. "Derivative" means written or electronic material created from or with, or based on Confidential Information (i.e., a report analyzing Confidential Information shall also be considered Confidential Information). Confidential Information shall also mean proprietary, trade secret or other protected information, identified as Confidential Information by the Airport.

5. **Article 3. Financial Matters, 3.3. Compensation, Section 3.3.1 Payment** is hereby amended to increase the total compensation payable by an amount not to exceed $5,928,253 for a new total not-to-exceed amount of $15,894,796.

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

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

7. **New Section 4.1.4 Flexible Staffing** is hereby added to the Agreement to read as follows:

4.1.4. Flexible Staffing. The City has established a fund to compensate Contractor for increases to the level of service resulting from installation and activation of new equipment. This amount is included in total not-to-exceed amount Section 3.3.1 "Payment." In the event changes to the staffing levels are needed during the period Contractor executes the Scope of Services set forth in Appendix B, the

Parties shall mutually agree on appropriate staffing changes including duration and associated costs. The total amount of the Flexible Staffing services is in Appendix B.

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

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

9.   **New Section 7.3 Witholding** is hereby added to the Agreement to read as follows:

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

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

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

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

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

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

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

10.20 Management of City Data and Confidential Information

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

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

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

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

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

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

15. **Article 11. General Provisions, 11.1 Notices to the Parties** is hereby replaced in its entirety with **New Section 11.1** to read as follows:

    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
                  Terminal Systems & Wayfinding
                  San Francisco International Airport
                  P.O. Box 8097, San Francisco, CA 94128
                  Email: Enrique.Guadiamos@flysfo.com
                  Phone: (650) 821-5145

      To Contractor: SITA Information Networking Computing USA Inc.
                  3100 Cumberland Boulevard, Suite 900, Atlanta, GA 30339
                  Attn: Contract Management
                  Email: Diana.Oldag@sita.aero
                  Phone: (470) 439-7991

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

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

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

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

    11.15 **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.
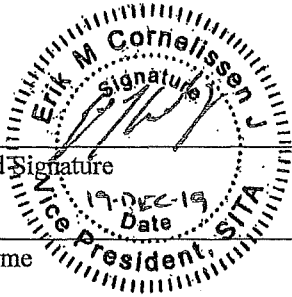
18. **Appendix A – Scope of Services,** has been replaced in its entirety with Appendix A-1.

19. **Appendix B – Calculation of Charges,** has been replaced in its entirety with Appendix B-1.

20.   Effective Date. Each of the changes set forth in this Modification shall be effective on and after March 1, 2020.

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

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

CITY	CONTRACTOR
AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO	
By: _____ Ivar C. Satero, Airport Director	Authorized Signature
Attest:	Printed Name
	Title
By _____ C. Corina Monzón, Secretary Airport Commission	SITA Information Networking Computing USA Inc. Company Name
Resolution No: 19-0320	0000030095 City Supplier ID
Adopted on: December 17, 2019	3100 Cumberland Boulevard, Suite 900 Address
Approved as to Form:	Atlanta, GA 30339 City, State, ZIP
Dennis J. Herrera City Attorney	(470) 439-7991 Telephone Number
By _____ Stacey A. Lucas Deputy City Attorney	52-2086529 Federal Employer ID Number
Approved:	
By _____ Alaric Degrafinried, Director of the Office of Contract Administration and Purchaser	

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. 11211.51

This Agreement is made this 1st day of January, 2019, in the City and County of San Francisco, State of California, by and between: **SITA Information Networking Computing USA Inc., 3100 Cumberland Boulevard, Suite 900, Atlanta, GA 30339** (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 Commission wishes to contract for support services for the San Francisco International Airport (the "Airport" or "SFO"), to provide hardware maintenance, system administration, and system monitoring and support on the Airport's Common Use Passenger Processing Systems; and,

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

C.   On January 23, 2018 the Commission issued a Request for Proposals ("RFP") 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 November 20, 2018, by Resolution No. 18-0366, the Commission awarded this Agreement to the Contractor for the term of January 1, 2019 through December 31, 2023 for a not-to-exceed amount of $9,966,543; and

E.   The Local Business Entity ("LBE") subcontracting participation requirement for this Agreement is 5%; and

F.   Approval for this Agreement was obtained when the Civil Service Commission approved PSC No. 46785-16/17 on June 19th, 2017; and

G.   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:

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, Airport Commission.

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

1.4   "Contractor" or "Consultant" means SITA Information Networking Computing USA Inc., 3100 Cumberland Boulevard, Suite 900, Atlanta, GA 30339.

1.5   "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.

1.6   "Effective Date" means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.7   "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.

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

1.9   "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 the latter of: (i) January 1, 2019; or (ii) the Effective Date and expire five years thereafter, unless earlier terminated as otherwise provided in 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 Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION 3.1 CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

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   **Payment.** Contractor shall provide an invoice to the City on a monthly basis for Services completed in the immediate 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 Airport Director, in his or her sole and reasonable discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed Nine Million Nine Hundred Sixty Six Thousand Five Hundred Forty-Three dollars ($9,966,543). The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached and incorporated by reference as though fully set forth in this Agreement. In no event shall City be liable for interest or late charges for any late payments.

3.3.2   **Payment Limited to Satisfactory Services.** Contractor is not entitled to any payments from City until Airport Commission approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Disapproval of Services or Deliverables shall be timely noticed to Contractor per Section 3.3.1. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. The City may reject Deliverables, equipment, components, materials and Services that do not conform to the requirements of this Agreement and in such case must be replaced by Contractor without delay at no cost to the City.

3.3.3   **Withholding Payments.** If Contractor fails to provide Services consistent with Contractor's obligations under this Agreement, the City may withhold payments due Contractor for the particular Services or Deliverables at issue 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 must include a unique invoice number. The City shall make payment to Contractor at the address specified in Section 11.1, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing.

3.3.5   **LBE Payment and Utilization Tracking System.** Contractor must submit all required payment information using the City's Financial System as required by CMD

to enable the City to monitor Contractor's compliance with the LBE subcontracting committments in this Agreement. Contractor shall pay its LBE subcontractors within three working days after receiving payment from the City, except as otherwise authorized by the LBE Ordinance. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of all required CMD payment information. Failure to submit all required payment information to the City's Financial System with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required payment information is provided. Following City's payment of an invoice, Contractor has ten calendar days to acknowledge using the City's Financial System that all subcontractors have been paid. Self-Service Training for suppliers is located at this link: https://sfcitypartner.sfgov.org/Training/TrainingGuide .

3.3.6 Getting paid for goods and/or services from the City.

(a) All City suppliers receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's third party service that provides Automated Clearing House (ACH) payments. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach .

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

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 fewer 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; Monetary Penalties.** The full text of San Francisco Administrative Code §21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Under San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent

submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

Article 4   Services and Resources

4.1   **Services Contractor Agrees to Perform.** Contractor agrees to perform the Services provided for 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."

4.1.1   Task Orders: The City has established a fund of $42,000.00 to compensate Contractor for as-needed services during the term of this Agreement. This amount is included in total not-to exceed amount Section 3.3.1 "Payment." As-needed services are typically discovered during the course of a contractor's execution of the work and are intended to cover unanticipated, discrete, time-limited additional work. In the event as-needed services are requested by the City during the period Contractor executes the Scope of Services set forth in Appendix B, the Parties shall cooperate in developing a written task order for such additional work. Each task order shall be made a part of and incorporated into the Agreement as tough fully set forth in this Agreement without the need for a formal amendment to the Agreement. All task orders shall include a description of the as-needed services, the deliverables, schedule for performance, cost, and method and timing of payment.

4.1.2   Contract Modification: In the event the City seeks additional services in excess of the originally identified not-to-exceed contract amount, such changes to the Agreement shall be accomplished by a contract modification requiring Airport Commission approval.

4.1.3   Change Management: The Parties understand and acknowledge that the "Change Management Process" referred to in Appendix A of this Agreement is an Airport-created document developed for the purpose of tracking modifications to the Airport's ITT infrastructure. "Change Management," as referenced in Appendix A, is not a vehicle for contract modification. A "change" may be material, in which case a task order or contract modification is triggered; or minor, in which case neither the task order or contract modification process is triggered.

4.2   **Qualified Personnel.** Contractor shall utilize 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. City acknowledges and agrees that such requests for any replacement personnel shall be reasonable and made in good faith so as to ensure that Contractor is able to fulfill its obligations in Appendix A. Contractor shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

4.3   **Subcontracting.** 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. In addition to any other provisions required to be

incorporated under this Agreement into Subcontracts, all Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference," 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. City's execution of this Agreement constitutes its approval of the subcontractors listed below.

- Essintial Enterprise Solutions, LLC
- Actnet Technology Corporation

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

4.4.1   **Independent Contractor.** For the purposes of this Article 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, FICA, 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 (5) business days of Contractor's receipt of such notice, and consistent with Contractor policy and procedure, Contractor shall remedy the deficiency. 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 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 pursuant to the preceding two paragraphs shall be solely for 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 and neither this Agreement nor any duties or obligations may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. 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

Article 5   Insurance and Indemnity

5.1   **Insurance.**

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

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

(b)   Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c)   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.

(d)   Technology Errors and Omissions Liability coverage, with limits of $1,000,000 each occurrence 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 contract and shall also provide coverage for the following risks:

(i)   Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;

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

(iii)   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.

5.1.2   Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a)   Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b)   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 insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.3   All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.4   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 contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

5.1.5   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.

5.1.6   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.

5.1.7   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.

5.1.8   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: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of any applicable 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; (iv) strict liability imposed by applicable any law or regulation; and/or (v) losses arising from Contractor's execution of subcontracts that are inconsistent with the requirements of this Agreement applicable to subcontractors; to the extent that such injury, violation, loss, or strict liability (as set forth in subsections (i) – (v) 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 employee. The 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. The foregoing clause shall not apply where the claim results from or relates to (i) any modification, adaptation or development of the Services or any part thereof not made by or on behalf of Contractor or (ii) any combination or use of the Services or any part thereof with any item or in a manner not authorized by the Agreement or by Contractor.

5.2.1   **Limitations.** No insurance policy covering the Contractor's performance under this Agreement shall operate to limit the Contractor's Liabilities under this provision. Nor shall the amount of insurance coverage operate to limit the extent of such Liabilities. The Contractor assumes no liability whatsoever for the sole negligence, active negligence, or willful misconduct of any Indemnitee or the contractors of any Indemnitee.

Article 6   Liability of the Parties

6.1   **Liability of City.** CITY'S LIABILITY OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," 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 of Contractor.** CONTRACTOR'S LIABILITY UNDER THIS AGREEMENT, INCLUDING LIABILITY, IF ANY, REGARDING PCI DATA OR DATA BREACH, SHALL BE LIMITED TO THE TOTAL COMPENSATION AMOUNT PROVIDED IN SECTION 3.3.1, "PAYMENT" OF THIS AGREEMENT EXCEPT LIABILITY SHALL BE ALLOWED TO THE FULLEST EXTENT OF THE LAW WHEN:

6.2.1   DEATH OR PERSONAL INJURY IS CAUSED BY CONTRACTOR'S NEGLIGENCE OR GROSS NEGLIGENCE;

6.2.2   BODILY INJURY AND/OR PROPERTY DAMAGE AS A RESULT OF CONTRACTOR'S ACTS OR OMISSIONS THAT ARE INTENTIONAL, FRAUDULENT, OR AS A RESULT OF AN INTENTIONAL OR NEGLIGENT REPRESENTATION;

6.2.3   CITY IS LIABLE FOR ANY OTHER LIABILITY OF CONTRACTOR THAT CANNOT BE EXCLUDED OR IS LIMITED UNDER APPLICABLE LAW; AND/OR

6.2.4   CONTRACTOR HAS INDEMNITY OBLIGATIONS RELATED TO THIRD-PARTY CLAIMS.

6.3   **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.

6.4   **Liability for Incidental and Consequential Damages.** EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL THE CONTRACTOR 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 THE AGREEMENT.

Article 7   Payment of Taxes

7.1   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   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:

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 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., Rev. & Tax. 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.

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 hereof, for convenience and without cause. City shall exercise this option by giving Contractor at least sixty (60) days 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 shall include, 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.

(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)   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 30 days after the specified termination date, Contractor shall submit to City an invoice, which shall set forth each of the following as a separate line item:

(a)   The reasonable cost to Contractor, without profit, for all Services prior to the specified termination date, including the reasonable and necessary costs for those tasks in Section 8.1.2, for which Services City has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for Services. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.

(b)   A reasonable allowance for profit on the cost of the Services described in the immediately preceding subsection (a), provided that Contractor can establish, to the satisfaction of City, that Contractor would have made a profit had all Services under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

(c)   The reasonable cost to Contractor of handling material or equipment returned to the supplier, delivered to the City or otherwise disposed of as directed by the City.

(d)   A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to City, and any other appropriate credits to City against the cost of the Services or other work.

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 enumerated and described 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 pursuant to 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 event of default ("Event of Default") under this Agreement:

(a) 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.	10.4	Nondisclosure of Private, Proprietary or Confidential Information
4.5	Assignment	10.10	Alcohol and Drug-Free Workplace
Article 5	Insurance and Indemnity	11.10	Compliance with Laws
Article 7	Payment of Taxes		

(b) 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 continues for a period of ten days after written notice thereof from City to Contractor.

(c) 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.

(d) 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.

8.2.2 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 pursuant to 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.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder 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.

        8.2.4   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 hereof 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
3.3.7(a)	Grant Funded Contracts - Disallowance		9.2	Works for Hire
3.4	Audit and Inspection of Records		10.4	Nondisclosure of Private, Proprietary or Confidential Information
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

        8.4.2   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.

<center>**Article 9**   **Rights In Deliverables**</center>

        9.1   **Ownership of Results.** Any interest of Contractor or its subcontractors, in the reports required under Section 7.15 Reporting Requirement of Appendix A shall become the property of 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.

        9.1.1   All drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared or authored or assembled by City pursuant to this Agreement, and all (a) copyrights, trademarks, moral rights, and any other rights to any form or medium of expression, (b) trade secrets, privacy rights, and any

other protection for confidential information or ideas, (c) patents and patent applications, (d) any items, information or theories which are protectable or registerable under any of the copyright, patent, trade secret, trademark, confidentiality or other similar laws, and (e) any other similar rights or interests, recognized by applicable law associated with the foregoing items (collectively, "**City Intellectual Property** ") shall be and remain the sole and exclusive property of City or third-parties, as applicable.

     9.1.2   All drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared or authored or assembled by Contractor, pursuant to this Agreement, except the reports required pursuant to Section 7.15 Reporting Requirements of Appendix A, and all (a) copyrights, trademarks, moral rights, and any other rights to any form or medium of expression, (b) trade secrets, privacy rights, and any other protection for confidential information or ideas, (c) patents and patent applications, (d) any items, information or theories which are protectable or registerable under any of the copyright, patent, trade secret, trademark, confidentiality or other similar laws, and (e) any other similar rights or interests, recognized by applicable law associated with the foregoing items (collectively, "**Contractor Intellectual Property** ") shall be and remain the sole and exclusive property of Contractor or third-parties, as applicable.

     9.2   **Works for Hire.** The Parties hereto agree that nothing provided by Contractor to City under this Agreement is a "Work Made for Hire" as that term is defined in the United States Copyright Act, 17 U.S.C. §101, and further, should the Parties later determine that work to be performed by Contract, which is subsequently needed or requested by City will be performed as a Work Made for Hire, such shall be performed pursuant to a Contract Modification and may result in additional charges or expenses

        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 into this Agreement by reference. 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 San Francisco Administrative Code 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   **Nondisclosure of Private, Proprietary or Confidential Information.**

     10.4.1   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 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.

10.4.2   In the performance of Services, Contractor may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary 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 proprietary or confidential information.

10.5   **Nondiscrimination Requirements**

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

10.5.2   **Nondiscrimination in the Provision of Employee Benefits.** San Francisco Administrative Code 12B.2. Contractor does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations 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 San Francisco 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 utilize 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.** Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Contractor is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Contractor certifies that it is in compliance with Chapter 12P.

10.8   **Health Care Accountability Ordinance.** Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Contractor shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Contractor is subject to the enforcement and penalty provisions in Chapter 12Q.

10.9   **First Source Hiring Program.** Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, 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 that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. 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 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

      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 Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), 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. The text of the Chapter 12T is available on the web at http://sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 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   **Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, 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.

   10.18.1 Contractor shall comply with San Francisco Environment Code Chapter 8, which provides that except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood wood products, virgin redwood or virgin redwood wood products. Contractor is subject to the penalty and enforcement provisions of Chapter 8.

   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: Ray Ricardo
                Information Technology and Telecommunications Division
                San Francisco International Airport
                P.O. Box 8097, San Francisco, CA 94128
                Email: Ray.Ricardo@flysfo.com
                Phone: (650) 821 – 3318

To Contractor: SITA Information Networking Computing USA Inc.
                3100 Cumberland Boulevard, Suite 900, Atlanta, GA 30339
                Attn: Contract Management
                Diana.Oldag@sita.aero or 1 (470) 439 7991

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

   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   **Payment Card Industry ("PCI") Requirements.** Contractor shall provide the Services in a manner that complies with the PCI requirements as described in the Responsibility Matrix to be developed by the Parties. The Parties agree and acknowledge that Contractor does not provide payment applications under 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 §6250 *et. seq.*), and the San Francisco Sunshine Ordinance, (San Francisco 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).

      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 San Francisco 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, the Parties may resolve disputes 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 the 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 has first been presented to and rejected by the City in conformity with the provisions of San Francisco 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 San Francisco 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 contract, including the Appendices hereto, 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 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 described below consistent with the terms and conditions of this Agreement, including the appendices hereto, implementing task orders, the RFP, and Contractor's proposal dated March 7, 2018. The RFP and Contractor's proposal are incorporated by reference into this Agreement. Should there be a conflict of terms or conditions, this Agreement, including the appendices hereto, and any implementing task orders shall control over the RFP and the Contractor's proposal.

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.** Pursuant to 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. All proposers, bidders, contractors, tenants, permittees, and others doing business with or at the Airport (including subcontractors and subtenants) may not use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Airport Director's prior 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, Contractor shall comply with the Airport's Labor Peace / Card Check Rule, adopted on February 1, 2000, pursuant to Airport Commission Resolution No. 00-0049 (the "Labor Peace / Card Check Rule"). Capitalized terms not defined in this provision are defined in the Labor Peace/Card Check Rule. To comply with

the Labor Peace/Card Check Rule, Contractor shall, among other actions: (a) Enter into a Labor Peace/Card Check Rule Agreement with any Labor Organization which requests such an agreement and which has registered with the Airport Director or his / her designee, within thirty (30) days after Labor Peace/Card Check Rule Agreement has been requested; (b) Not less than thirty (30) days prior to the modification of this Agreement, Contractor shall provide notice by mail to any Labor Organization or federation of labor organizations which have registered with the Airport Director or his / her designee (registered labor organization"), that Contractor is seeking to modify or extend this Agreement; (c) Upon issuing any request for proposals, invitations to bid, or similar notice, or in any event not less than thirty (30) days prior to entering into any Subcontract, Contractor shall provide notice to all registered Labor Organizations that Contractor is seeking to enter into such Subcontract; and (d) Contractor shall include in any subcontract with a Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor performing services pursuant to any covered Contract, a provision requiring the Subcontractor to comply with the requirements of the Labor Peace/Card Check Rule. If Airport Director determines that Contractor violated the Labor Peace/Card Check Rule, Airport Director shall have the option to terminate this Agreement, in addition to exercising all other remedies available to him / her.

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.

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 §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.

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:
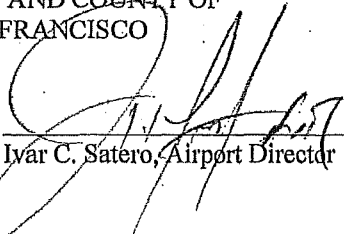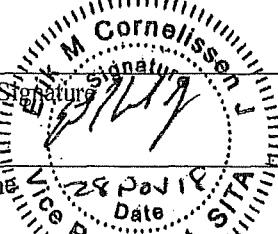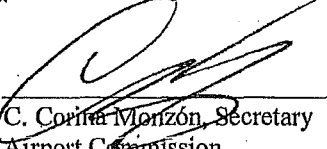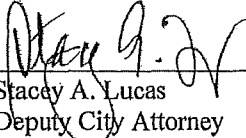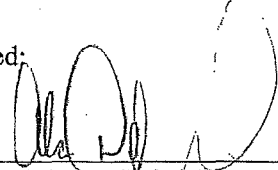
- Title VI of the Civil Rights Act of 1964 (42 USC §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights 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 §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 §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);
- 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.*).

Article 13   MacBride And Signature

13.1   **MacBride Principles -Northern Ireland.** The provisions of San Francisco Administrative Code §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.

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: _____ Ivar C. Satero, Airport Director	Authorized Signature _____

Attest:
 	
By _____
   C. Corina Monzón, Secretary
   Airport Commission
	Printed Name _____
	Date
	
	Title
	
	SITA Information Networking Computing USA Inc.

Resolution No: 18 - 0364	Company Name
Adopted on: November 20, 2018	0000030095 City Supplier Number
	3100 Cumberland Boulevard, Suite 900 Address
Approved as to Form: Dennis J. Herrera City Attorney	Atlanta, GA 30339 City, State, ZIP

By _____
   Stacey A. Lucas
   Deputy City Attorney
	(470) 439-7991
	Telephone Number
	
	52-2086529
	Federal Employer ID Number

Approved: By _____ Alaric Degrafinried, Director of the Office of Contract Administration and Purchaser	

Appendices
A: Scope of Services
B: Calculation of Charges

APPENDIX A. SCOPE OF SERVICES

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1.0 PURPOSE

The PPS Support Contractor is responsible for 1st Level maintenance, administration and monitoring of PPS and other related systems as outlined in the remainder of this document.

The PPS Support Contractor will provide technical and professional services at the San Francisco International Airport as described herein. PPS Support Contractor will provide the Airport with on-site technical support for all of the systems, equipment and software delineated in Table 1 and in accordance with the standards and procedures of this Agreement.

2.0 OVERVIEW

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

1) Shared Use System (SUS)

    a. Shared Use Check-in and Boarding System

    b. Local Departure Control System

2. Resource Management System (RMS)

3. Airport Operational Database (AODB)

4. Information Display System (IDS)

5. Baggage Message Broker

6. Baggage Reconciliation System Scanners (BRS)

7. Automated Passport Control Kiosks (APC)

8. Common Use Self Service Kiosks (CUSS)

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

Table 1 System Support Requirements

SYSTEM	Monitoring	SYS ADMIN	Hardware Maintenance
AODB	X	X	X (WS ONLY)
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 (DVCs ONLY)
BRS			X (Scanners only)
APC Kiosks			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.

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 is in the process of procuring an Information Display System (IDS), which will be a multi-functional display system supporting all types of display requirements of the Airport. In addition to providing flight and baggage information to the traveling public, the IDS will support 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 will include public announcements, personal pages, and flight information specific to individual gate areas. The IDS will also support commercial advertising, news broadcasts, full motion video displays, 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 the 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 Automated Passport Control (APC) Kiosk. The APC Kiosk allows travelers to complete required international travel documentation electronically, and transmit their passport and flight information to Customs and Border Protection.

2.2 The Scope of the PPS Support Contractor's responsibilities include:

2.2.1 In the execution of its support responsibilities, the PPS Support Contractor must maintain a high level of customer service and satisfaction to the Airport and Airlines.

2.2.2 Meeting the service commitments as outlined in the Service Level Requirements Section 7.17 of this document.

2.2.3 Providing 24X7 1st Level on-site support and maintenance for all equipment as outlined in Table 1 and section 7.10 Support Requirements Specific to Each PPS Application of this document

2.2.4 Effectively maintaining the PPS consumable stock as outlined in the Consumable Stock Management section of this document.

2.2.5 Maintaining an accurate equipment inventory for all equipment assets they are responsible to maintain.

2.2.6 Performing preventative equipment maintenance as outlined in their Preventative Maintenance plan.

2.2.7   Meeting all service level and monitoring reporting commitments.

2.2.8   Executing its support responsibilities in compliance with all PCI regulations, SFO IT Security standards and SFO IT Change Management.

2.2.9   Effectively perform all system administration responsibilities as outlined in the Section 7.4 Application System Administration section.

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

2.3   Flexible Staffing

2.3.1   From time to time, the Airport may request increasing or decreasing the level of service, additions, or deletions, in which event the Airport and the PPS Support Contractor shall mutually agree on appropriate staffing changes and associated costs.

3.0   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.
APC Kiosk	Automated Passport Control Kiosk	Software and Hardware designed to speed up processing at the US Immigration primary line. Automated Passport Control (APC) is a U.S. Customs and Border Protection (CBP) program that expedites the entry process for U.S., Canadian and eligible Visa Waiver Program international travelers by providing an automated process through CBP's Primary Inspection area.

Acronym	Full Phrase	Brief Description
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 ticket/document 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.
AVI	Automatic Vehicle Identification	Technology that uses optical character recognition on images to read vehicle registration plates.
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 of bags being unloaded and put onto 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.
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.

Acronym	Full Phrase	Brief Description
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	Digital Copier Printer	Serial impact dot matrix printer
DDC	Digital Device Controller	PC attached to a display device for controlling the content of that display.
GIDS	Gate Information Display System	Displays at Airport departure gates which provides information on departing flights, weather at destination city, 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.
IDS	Information Display System	A display system that portrays flight information, gate assignments, advertising, 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.

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Acronym	Full Phrase	Brief Description
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.
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.
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 & 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.
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.

Acronym	Full Phrase	Brief Description
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.
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.
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 multipair cables from the main distribution frame.
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. For detailed description/requirements see Appendix B., IV Technical Specifications, H. Shared Use System
TDM	Time Division Multiplexing	A method of transmitting and receiving independent signals over a common signal path by means of

Acronym	Full Phrase	Brief Description
		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.

4.0 TRANSITION PLAN

Two weeks following Notice to Proceed (NTP), the PPS Support Contractor will 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 two weeks to review and provide comments on the Technical Support Transition Plan. SFO's approval is required before the Plan is final.

The PPS Support Contractor will 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, the 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 the PPS Support Contractor and the Airport to mutually agree upon incident priorities and resolution urgency as detailed in Section 7.16.1.

5.0 ROLES AND RESPONSIBILITIES

Table 2 Roles & Responsibilities below depicts the roles and responsibilities for PPS as defined in Section 5.0 of this Appendix.

5.1 Organizational Responsibilities

The parties involved with the PPS applications are as follows:

1. SFO ITT - Primarily responsible for LAN, server, system administration and support.

2. PPS Contractor - Responsible for designing, providing and maintaining PPS applications.

3. Airlines - Primary users of Shared Use System and provider of flight information to the Airport.

4. SFOTEC - The Airport's current private contractor responsible for day-to-day use and resource allocation utilizing the PPS applications.

5. Airport Tech Shop - Internal SFO section responsible for operations and maintenance activities for many airport electronic systems.

6. PPS Support Contractor - Responsible for providing 1st Level maintenance, systems administration and monitoring activities for specifically defined components of the PPS, IDS, APC, Baggage Reconciliation, Baggage Message Broker, AODB and CUSS systems at SFO.

7. Help Desk — 24/7 call center responsible for taking all trouble calls associated with the PPS systems, creating trouble tickets, and forwarding to the appropriate party for resolution.

8. 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 the PPS Support Contractor will directly report.

Table 2 Roles & Responsibilities

	SFO ITT	PPS Contractor (SITA)	AIRLINES	SFOTEC	PPS Support Contractor (SITA)	Airport TECH Shop	SFO HELP DESK	SFO Terminal Systems	Other PPS Contractors (CUSS Vendor, APC Vendor, BRS Vendor, IDS Vendor)
				ROLES AND RESPONSIBILITIES					
Owns all hardware and software licenses	X							X	
HARDWARE PROCUREMENT									
All server room hardware for all applications		X							
Existing shared use WS and peripheral hardware								X	
Existing IDS Displays								X	
Existing IDS DVCs								X	
Expansion Hardware for SUS systems in new locations		X							
Expansion Hardware for IDS, BRS, APC Kiosks, CUSS Kiosks								X	X
User/admin workstations for AODB/RMS/MUFIDS		X							
SOFTWARE PROCUREMENT									

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	SFO ITT	PPS Contractor (SITA)	AIRLINES	SFOTEC	PPS Support Contractor (SITA)	Airport TECH Shop	SFO HELP DESK	SFO Terminal Systems	Other PPS Contractors (CUSS Vendor, APC Vendor, BRS Vendor, IDS Vendor)
ROLES AND RESPONSIBILITIES									
Operating system, DBMS, VM software, all required COTS software		X							
Shared Use Platform software (w/LDCS)		X							
Self Service Kiosk platform Software		X							
IDS Application Software									IDS VENDOR
AODB Application Software		X							
RMS Application software		X							
Airline passenger processing applications			X						
APC Kiosk Platform Software									YVRAA
Hosted middleware kiosk application w/ API		X							
Airline self service kiosk applications			X						
IMPLEMENTATION									
LAN provisioning and maintenance	X								
Internet Connection	X								

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ROLES AND RESPONSIBILITIES

	SFO ITT	PPS Contractor (SITA)	AIRLINES	SFOTEC	PPS Support Contractor (SITA)	Airport TECH Shop	SFO HELP DESK	SFO Terminal Systems	Other PPS Contractors (CUSS Vendor, APC Vendor, BRS Vendor, IDS Vendor)
Airline Connections	X	X	X						
Space for Test lab production staging and training platform servers on premise	X								
Space for 2 geo diverse production server platforms on premise	X								
Optional – Off premise hosting facility		X							
Space for training and test facility	X								
Space for storage and staging of all equipment(new or reused)	X								
Office Space, furniture and storage for support staff								X	
Installation of all servers and operating systems and VM software		X							
Coordinates with airlines for WAN connections		X							

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ROLES AND RESPONSIBILITIES

	SFO ITT	PPS Contractor (SITA)	AIRLINES	SFOTEC	PPS Support Contractor (SITA)	Airport TECH Shop	SFO HELP DESK	SFO Terminal Systems	Other PPS Contractors (CUSS Vendor, APC Vendor, BRS Vendor, IDS Vendor)
Shipping and delivery of any new equipment		X							
Staging and configuration of all hardware (new and reused)		X							
Asset tagging		X							
Implementation of applications		X							
Installation of any new hardware		X							
System Testing		X							
User, Admin and Support Training of SUS		X							
Training on IDS, APC Kiosks, CUSS Kiosks, BRS and SFO internal process and tools for PPS Support staff	X						X		X
Cleanup of Facility		X							
Transition planning		X							
System cutover		X							
Submittals		X							

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ROLES AND RESPONSIBILITIES

	SFO ITT	PPS Contractor (SITA)	AIRLINES	SFOTEC	PPS Support Contractor (SITA)	Airport TECH Shop	SFO HELP DESK	SFO Terminal Systems	Other PPS Contractors (CUSS Vendor, APC Vendor, BRS Vendor, IDS Vendor)
OPERATIONS AND MAINTENANCE									
Support Functions									
Answer help desk phone calls 24 hours/day, receives problem reports from users					X		X		
Creates Trouble tickets	X				X		X		
Tracks problems to resolution					X				
1st level maintenance- initial problem triage, repairs or pulls and replaces faulty hardware **(excluding IDS displays)**, calls vendor for 2nd level support if problem unresolved					X				
IDS display and DVC 1st level triage, pull and replace faulty hardware						X			
Preventative maintenance					X				

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ROLES AND RESPONSIBILITIES

	SFO ITT	PPS Contractor (SITA)	AIRLINES	SFOTEC	PPS Support Contractor (SITA)	Airport TECH Shop	SFO HELP DESK	SFO Terminal Systems	Other PPS Contractors (CUSS Vendor, APC Vendor, BRS Vendor, IDS Vendor)
Provide equipment and admin support in compliance with PCI requirements					X				
Keeps SUS operating system software current to latest releases		X							
Keeps SUS application software current to latest releases		X							
Implements SUS software fixes/patches		X							
Monitors all PPS systems		X			X (excluding WAN)				
Receives alerts and event notifications for all applications		X			X		X	X	
Runs statistics and reports for all apps					X			X	
Views dashboards for PPS applications					X		X	X	
Asset management quarterly reports/updates					X				

ROLES AND RESPONSIBILITIES

	SFO ITT	PPS Contractor (SITA)	AIRLINES	SFOTEC	PPS Support Contractor (SITA)	Airport TECH Shop	SFO HELP DESK	SFO Terminal Systems	Other PPS Contractors (CUSS Vendor, APC Vendor, BRS Vendor, IDS Vendor)
Routine MACs of hardware (excluding Displays and DVCs)					X				
Routine MACs of Displays and DVCs						X			
Measures and reports Service Levels monthly					X				
2nd level maintenance – trouble shooting all problems not resolvable by 1st level maintenance		X							X
SUS Software warranty, fixes, updates and maintenance		X							
24x7 SUS customer support		X							
Quarterly Service Level Reports		X			X				
On-going on-site technical resource		X							
Hardware warranty for new SUS hardware		X							
Hardware warranty for new IDS, BRS, APC									X

	SFO ITT	PPS Contractor (SITA)	AIRLINES	SFOTEC	PPS Support Contractor (SITA)	Airport TECH Shop	SFO HELP DESK	SFO Terminal Systems	Other PPS Contractors (CUSS Vendor, APC Vendor, BRS Vendor, IDS Vendor)
ROLES AND RESPONSIBILITIES									
Kiosks, CUSS Kiosks hardware									
Hardware warranty of reused hardware						X			
Ordering replacement spares for faulty PPS equipment					X				
Ordering replacement spares for faulty IDS equipment						X			
Fixes any airline WAN issues			X						
Fixes any airline host problems			X						
Keeps airline applications current		X	X						
System Administration Functions									
PPS software change management		X							
PPS user access and account management					X				

ROLES AND RESPONSIBILITIES

	SFO ITT	PPS Contractor (SITA)	AIRLINES	SFOTEC	PPS Support Contractor (SITA)	Airport TECH Shop	SFO HELP DESK	SFO Terminal Systems	Other PPS Contractors (CUSS Vendor, APC Vendor, BRS Vendor, IDS Vendor)
Configuration Management of all hardware and software		X			X				
Network Management/monitoring	X								
Server Management Monitoring	X	X							
Password administration					X				
Defining User roles and privileges	X								
Administers user roles and privileges					X				
Report operational issues to Help Desk			X	X				X	
SHARED USE SYSTEM									
Facilitates Shared Use operations at ticket counters and gates				X					
Activates new ticket counter/gate locations		X							
Facilitates Shared Use operations in airline back office			X						

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ROLES AND RESPONSIBILITIES

	SFO ITT	PPS Contractor (SITA)	AIRLINES	SFOTEC	PPS Support Contractor (SITA)	Airport TECH Shop	SFO HELP DESK	SFO Terminal Systems	Other PPS Contractors (CUSS Vendor, APC Vendor, BRS Vendor, IDS Vendor)
Adds/Removes airline applications		X							
Replaces consumable stock as needed at ticket counters and gates			X		X				
CUSS Kiosks									
Activates/Deactivates kiosk									X
Configures groups of kiosks									X
Configures splash screen, add/delete logos									X
Adds/removes airline applications									X
Supports passengers with kiosk operations			X						
Replaces consumable stock in kiosks			X		X				
RMS									
Facilitates RMS Ramp Tower Operations				X					
Facilitates seasonal resource scheduling				X					

	SFO ITT	PPS Contractor (SITA)	AIRLINES	SFOTEC	PPS Support Contractor (SITA)	Airport TECH Shop	SFO HELP DESK	SFO Terminal Systems	Other PPS Contractors (CUSS Vendor, APC Vendor, BRS Vendor, IDS Vendor)
ROLES AND RESPONSIBILITIES									
Adds/changes/deletes resources in RMS				X				X	
Updates business rules in RMS				X				X	
IDS									
Pulls and Replaces faulty displays and DVCs						X			
Displays format creation and maintenance					X			X	
Schedules displays					X			X	
Manages content of displays (flight data, advertising, wayfinding, etc.)								X	
Enters visual pages manually					X			X	
Adds/removes displays from software configuration					X			X	
Edits business rules					X			X	
Adds new interfaces/sources of data									IDS VENDOR

	ROLES AND RESPONSIBILITIES								
	SFO ITT	PPS Contractor (SITA)	AIRLINES	SFOTEC	PPS Support Contractor (SITA)	Airport TECH Shop	SFO HELP DESK	SFO Terminal Systems	Other PPS Contractors (CUSS Vendor, APC Vendor, BRS Vendor, IDS Vendor)
Loads and maintains software on DVCs					X				
AODB									
Facilitates AODB real time operations- manual flight updates				X					
Facilitates Seasonal Flight Scheduling				X					
Updates business rules of AODB				X					
Integrates AODB with new applications.		X							
Adds new interfaces/sources of data		X							

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6.0 EXISTING CONDITIONS

6.1 Existing Application Vendors

Table 3 provides the names of vendors supporting software applications relevant to this Agreement as of October 2018.

Table 3 Existing Application Vendors (October 2018)

Technology	Vendor
Airport Operational Database (AODB)	ARINC/Rockwell Collins
Resource Management System (RMS)	ARINC/Rockwell Collins/Ascent Technology, Inc.
Multi-Use Flight Information Display System	ARINC/Rockwell Collins
Common Use Passenger Processing System	ARINC/Rockwell Collins
Common Use Self Service Kiosks (CUSS)	IER
Baglink (Baggage Message Broker)	ARINC/Rockwell Collins
Baggage Reconciliation System	Brock
APC Kiosk	YVRAA – Vancouver Airport Authority

6.2 Existing Hardware Installed

In many cases, the existing hardware has either been recently updated or installed new as a part of a capital project. As technology requires, existing PPS equipment will be replaced, and new equipment will be added throughout the life of this Agreement. The PPS Support Contractor shall maintain any new or replaced PPS equipment. Location and counts of the existing devices are provided in Section 9 Current Equipment Counts.

The following is a summary of existing hardware:

6.2.1   Shared Use Check-In Counter and Gate Workstations and Peripherals

These devices were upgraded in Q1 of 2016 in the ITB to facilitate better performance on the existing Shared Use System. They include the following:

1. Workstations

    a. HP ProDesk 600 G1 SFF i3-4130 3.4G 4GB 500GB

    b. DVDRW W7P 32BIT

    c. HP Parallel Port Adapter

    d. PCIe Board, 2 Port Serial DB9

    e. CAT6 Patch Cable 7ft Yellow (IWS)

  f. CAT6 Patch Cable 7ft Red (IWS) Monitor

  g. HP ProDisplay P17A 17 in a standard monitor (1280*1024)

2. MSR/OCR Device

  a. DESKO mini MPR USB w/5-year warranty

3. ATB Printers

  a. Epson TM-L500A w/tray

  b. Printer Cable (Green)

  c. Serial Adapter

4. Bag Tag Printers

  a. Epson TM-L500A

  b. SU-RPL500B Roll Holder

  c. Printer Cable (Violet)

  d. Serial Adapter

5. DCP Printers

  a. Epson FX-890A

  b. Printer Cable

6. Boarding Gate Readers

  a. DESKO BGR 504 Pro

  b. Printer Cable (Orange)

7. BCR

  a. Honeywell/SSE Imager scanner with certified firmware and 9ft USB cable

6.2.2 CUSS Kiosks

The CUSS Kiosks 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 84 CUSS kiosk units, with an additional 18 CUSS kiosk units anticipated to be installed in early 2019 within the ITB. The specs on the IER919 are:

1. Screen /Touchscreen

    a. 17-inch flat TFT, wide angle, LCD color display

    b. 1280 x 1024 pixels, 300 cd

    c. Dual Touch option

    d. Surface acoustic wave or PCAP option.

2. Personal Computer (PC)

    a. Industrial PC board with 250 GB hard drive

    b. I3 processor 4GB RAM with 64bits OS (8GB extension available)

    c. Windows 7 pro

    d. Dual 10/100 base Tx fast Ethernet connections

    e. TCP/IP protocol.

3. Card Readers

    a. Manual DIP hybrid ISO 3 track magnetic and smart card reader

    b. IER 602 for RF contactless card reader.

4. Boarding Pass Printer

    a. (GPP – General purpose printer)

    b. Wide Format 2D barcode

    c. Printing - 300 dpi thermal direct 1D/2D barcoded printing (i.e. Code 39, 128 PDF 417)

    d. Width: 203.2 mm / 8 in

    e. Length: 82.5 mm (3.24 in) (for other lengths, please contact IER)

    f. Paper thickness: 80 – 120 g

    g. Automatic cutter

    h. Print speed - 50 mm/sec (2 in/sec) (Prints boarding pass in less than 2 sec)

    i. Paper stock - Paper low detection

    j. 2500 ATB size, roll stock.

5. Barcode Reader

    a. CCD matrix 1D/2D barcode imager

    b. Omni-directional scanning

    c. 2D barcodes: PDF 417, Datamatrix, Aztec and QR Code

d. 1D barcodes, Code 128, Code 39, Interleaved 2 of 5, UCP/EAN, Codabar.

6. Passport Scanner

    a. Passport and Barcode Reader

    b. Full page OCR and full-text scanner with RF option for e-passport (in Belt).

7. Bag tag printer

    a. Dual IER 400 model with cut and hold device

    b. IATA CUSS standard 21 in bag tag

    c. Roll stock (up to 250 mm diameter).

8. Payment Module

    a. EMV Chip & Pin PCI PED 3.x.

9. Power Supply

    a. 110/230 VAC, 50/60 Hz

    b. UPS (110 or 220 VAC).

6.2.3   Information Display System

The following is a summary of the existing hardware for the IDS:

1. Information Displays

    The existing displays include NEC Professional (P) Series monitors rated for 24x7 operation and minimum 1920x1080 resolution in 46" and 55" size as well as LG 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.

    Existing Manufacturers:

    a. NEC Display Solutions Professional (P) Series

    b. Daktronics LED Displays

    c. LG

2. Digital Video Controllers

Existing DVCs are the TTUFF IV70SB7-111+DVI-i5 Box PC series manufacture red by TTUFF Technologies. However, future installations will include Dell OptiPlex 3050 micro.

    a. TTUFF

        i. TTUFF IV70SB7-111+DVI-i5 Box PC (Windows 7 and XP)

ii. ADVANTECH ARK-DS303 (XP)

iii. TTUFF A370SB7-111 (XP)

iv. AOPEN (XP)

Numerous displays that have DVCs running on XP and NT operating systems. These DVCs will be replaced or upgraded by the IDS contractor.

b. Dell

i. OptiPlex 3050 Micro

ii. Intel Core i5

iii. 8GB RAM

iv. 500 GB Hard Disk Drive

v. Windows 7 Pro (x86)

6.2.4　APC Kiosk

Each Kiosk is equipped with:

1. Personal Computer (PC)
   HP EliteDesk 800 G1 Ultra-Slim PC

2. Thermal Printer
   Custom America VKP80II USB 24 V

3. LCD Touch Screen
   ELO Touchsystems 1739L 17"

4. Video or Digital Camera
   Logitech HD Pro C920

5. Fingerprint Scanner
   Cross match Guardian Module with blue light technology for capturing both wet and dry fingerprints.

6. EZ Access Keypad or equivalent device meeting ADA requirements
   EX Access 8 key USB

7. Audio Capability with Headphone Jack
   Kobiconn 3.5 mm stereo jack

8. Speaker System
   5 watt speaker by Cana Kit

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9. Uninterrupted Power Supply (UPS)

    Capable of supporting kiosK for a minimum of 5 minutes under full load

10. Electrical Surge Protection

11. Anti-Virus Protection

6.2.5   BRS Hand Held Baggage Scanners

Motorola MC92NO-G series

7.0   ORGANIZATIONAL STRUCTURE

The following organizational structure depicts the reporting structure and primary roles of
the entities associated with PPS.

Figure 1 Support Structure

SFO ITT

- Commission Help Desk 7am to 7pm
- LAN/WAN NETWORK SUPPORT Onsite 7a-7p On Call 7p-7a
- Commission Server/Applic Support
- PPS System Monitoring

Airlines

- ISSUES/Applications Host Countdown etc Charges own WAN

SFOTEC

- Cost Allocation of PPS and Non-PPS services

SFO Help Desk

- Airline and Concession Help Desk 24/7
- PPS and Commission Network Monitor 7pm - 7am
- Commission Help Desk 7pm-7am

SFOTEC

- Many Other Non-PPS Responsibilities
- Manage Seasonal schedules

Total Airport Services (TAS)

- INSTALL & MAINTAIN LAN/WAN
- RAMP/WAN Monitoring
- PROVIDE OUTSIDE OSP/FIBER

SFO Terminal Systems

SITA PPS Shared Use System

- Shared Use Software and Hosting
- RMS Software Provider L2 & L3 Support
- AODB Software Provider L2 & L3 Support
- Ongoing PPS System Training
- PPS Server/Applic Support
- 2nd Level Maint of PPS
- PPS System Monitoring
- Configuration Management
- Provide Flight Data Sources

Information Display System Vendor

- IDS and Visual Paging Software
- IDS L2 & L3 Support

PPS Support Contractor

- LEVEL 1 FIELD SUPPORT
- Asset Management for Field Devices
- Configuration Management
- Kiosk Restock
- PPS Preven Maint For Field Devices
- PPS System Monitoring
- PPS Quality Reporting
- User Account Mgt

VVRAA

- APC Kiosks
- APC L2 & L3 Support

IER

- CUSS and Kiosk Provider

*The colors from the existing organizational structure remain in place to better depict how roles and responsibilities will change with the new environment.

7.1   Workflow Processes

The following workflow processes are subject to change at the discretion of the Airport in consultation with the PPS Support Contractor. Any such changes will be timely communicated to the PPS Support Contractor.
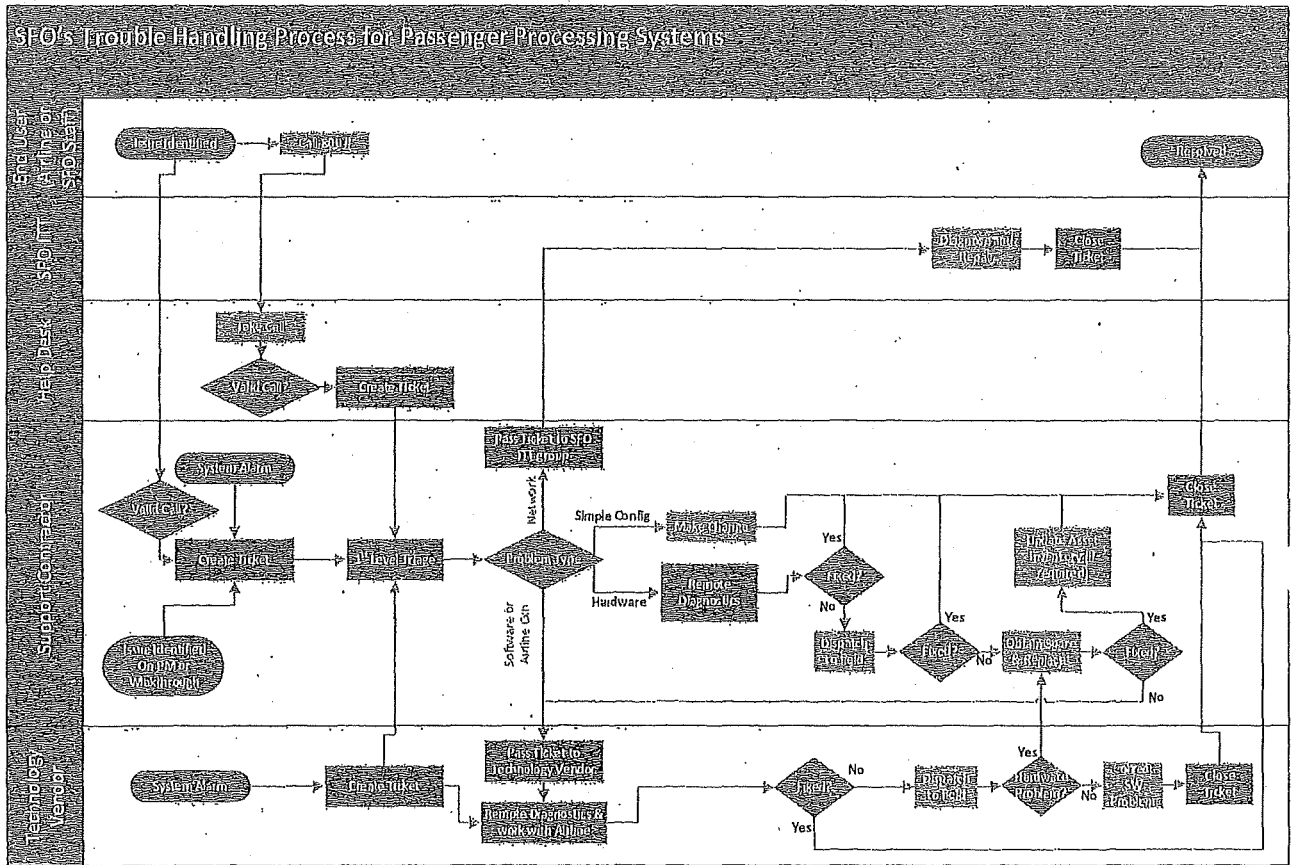
¹ FIDS monitors and DVCs must be replaced by SFO Tech Shop.

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7.2 Hours of Operation

7.2.1   The PPS Support Contractor shall provide 1st Level PPS 24/7, 365 days per
year.

7.3 Contract Management

The PPS Support Contractor is required to perform management activities as follows:

1. Create transition plan for support services from old to new PPS Support Contractor
with Work Breakdown Structure and Schedule, per the requirements of Section 4
of this Appendix A.

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

3. Provide all reports per the requirements of Section 7.15 Reporting Requirements.

4. Monthly status review meeting (and additional meetings when requested by SFO management).

7.4   Application System Administration

The PPS Support Contractor is responsible for system administration of the PPS applications as established in Table 1, including:

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

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.

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

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

5. Setting specific terminal/workstation authorization settings.

6. Monitoring all logins access and unauthorized access attempts.

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.

7.5   Configuration Management of PPS Applications and Hardware

The PPS Support Contractor will follow standard SFO ITT change management procedures for all configuration changes. The PPS Support Contractor is responsible for 1st level end point configuration management of all application software and hardware. The PPS Support Contractor must keep an accurate record of all PPS software versions and hardware products.

7.6   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. The PPS Support Contractor is 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 is 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 2. 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 4 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.

Table 5 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 6 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.

7.7 Systems Monitoring

The PPS Support Contractor will be responsible for monitoring all PPS applications using the Airport's existing monitoring systems, i.e., Nagios, Service Now, New Relic, Solar Winds and the monitoring application provided by the SUS provider. The PPS Support technicians will rely on alerts available on mobile devices using the Airport's wifi 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:

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

2. Service Now – used for recording and reporting on trouble tickets and performing asset management for IT assets.

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

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. 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.

The PPS Support Contractor team will respond to incidents raised by event management in the same manner as incidents that are reported by SFO's Helpdesk. Incidents outside of the PPS Support Contractor scope will be assigned to the responsible third-party supplier/technology vendor.

7.8 Trouble Ticket Management and Resolution

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

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

PPS Support Contractor will 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:

1. Technicians will receive, perform first level triage and supply status updates during the various phases of an incident's life cycle.
2. During the incident flow, assets are verified and any changes including replacement with spares are recorded using the supplied change process/tools.
3. If the Service Level Agreement (SLA) is threatened, PPS Support Contractor shall notify the Airport per agreed escalation process.

4. 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 the PPS Support Contractor shall work 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.

7.9 Support Requirements Specific to Each PPS Application

7.9.1 Information Display System

In addition to monitoring the system, the PPS Support Contractor is responsible for the following activities associated with the Information Display System:

1. End point System administration

2. DVC configurations and maintenance

3. Scheduling displays

4. Developing new or modifying existing display formats.

5. 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 the PPS Support Contractor.

7.9.2 Baggage Reconciliation System

The PPS Support Contractor is responsible for maintaining HHT scanners associated with the BRS. Also the PPS Support Contractor is responsible for assuring proper sparing levels are maintained.

7.9.3 APC Kiosks

The PPS Support Contractor is responsible for maintaining all components within the APC kiosks and for assuring proper sparing levels are maintained. Coordination with YVRAA and or SFO IT for network connectivity issues will be required. PPS Support Contractor must remove and replace defective components, handle spares inventory including manufacturer's Return Merchandise Authorization (RMA) process for replacement of parts. Preventative Maintenance will include scheduled checking and cleaning of kiosk components.

7.9.4 Baggage Message Broker

The PPS Support Contractor is 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.

7.9.5 AODB/RMS

PPS Support Contractor shall maintain user workstations. The servers will be maintained by the PPS contractor and the PPS Support Contractor is responsible for monitoring and administering these applications.

7.10 Hardware Maintenance

7.10.1 Hardware Replacement Process

When a piece of hardware is diagnosed as faulty, the PPS Support Contractor is responsible for repairing or pulling and replacing that component from spares. Once the problem is resolved, the PPS Support Contractor is responsible for shipping the faulty component back to the manufacturer for repair and ordering replacements to maintain sparing levels, or coordinating with the Airport for shipping the faulty component back to the manufacturer and ordering replacements to maintain sparing levels. Any faulty hardware/equipment 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%). The PPS Support Contractor is not responsible for pulling and replacing IDS displays and DVCs as that work will be performed by the Airport Tech Shop.

7.10.2 Moves, Adds, and Changes

If new equipment locations are to be added outside a capital project, SFO may ask the 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, the PPS Support Contractor is responsible for this as well. If it is determined that old hardware is to be replaced with new hardware, the PPS Support Contractor is responsible for the replacement.

PPS Support Contractor is 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 the PPS Contractor may be required for software installation.

7.10.3 Equipment Inventory

Equipment counts of each type of equipment to be maintained are included in Section 9.0 Equipment Counts as of October 18, 2018. The PPS Support Contractor must 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.

The PPS Support Contractor is 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, the PPS Support Contractor will order replacement spares from the PPS Contractor to maintain proper sparing levels, as indicated in Section 7.10.1 .

7.11 Consumable Stock Management

7.11.1 The PPS Support Contractor is responsible for consumable stock management. This includes non-paper consumable stock for ATBs, BTPs, CUSS kiosks, APC Kiosk, and DCP, and paper consumable stock for CUSS kiosks, APC Kiosk and DCPs.

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

7.11.3 The PPS Support Contractor is responsible for analyzing and predicting stock demand by device type and ordering appropriate stock quantities to have on hand to maintain normal operations.

7.12 Asset Management of PPS Equipment

7.12.1 The PPS Support Contractor is responsible for maintaining an accurate and current record of all assets associated with the systems it is maintaining. ServiceNow will be used to track all assets of the systems. The PPS Support Contractor is 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.

7.12.2 The PPS Support Contractor will 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.

7.12.3 The PPS Support Contractor is' responsible for an annual audit 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 the PPS Support Contractor, including any changes to the floor plan on at least an annual basis.

7.13 Preventative Maintenance

7.13.1 The 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.

7.13.2 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.

7.13.3 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.

7.13.4 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.

7.14 Reporting Requirements

7.14.1 PPS Support Contractor shall generate reports at the intervals designated in the nine subjects identified below and summarized in Table 7, and others as determined by the Airport. The 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:

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.

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, APC, 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.

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.

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.

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, 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. Airline Application and Connectivity Support. 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 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.

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

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.

9. Monthly Status Report shall include:

    9.1. Current staffing levels and staffing activities;

    9.2. Known risks and risk mitigation plan;

    9.3. Major activities occurring in the previous month;

    9.4. Major activities planned for next month;

    9.5. Monthly service level report; and

    9.6. Action item status report.

Table 7 – Reporting Requirements Frequency

Report	Frequency
1. Trouble Ticket Summary/Service Level Report	Monthly
2. Root Cause Analysis Report	Monthly
3. Hardware Report	Monthly
4. Software Report	Monthly
5. System Status Report	Daily

6.
 	
    a. Airline Application and Connectivity Support
 	
    b. Airline's application outages
	
	Monthly
	
	Within two (2) calendar days of the incident

7. Asset Inventory Report	Monthly
8. Balanced Support Score Card & KPI	Monthly
9. Monthly Status Report	Monthly

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

7.15 PCI and IT Security Compliance Requirements

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

7.15.2 PPS Support Contractor will conform to all SFO IT security requirements within its scope.

7.15.3 The PPS Support Contractor shall perform PPS password management and administration, following SFO's password management policies, to be provided

to the PPS Support Contractor when they are updated.

7.16 Support Levels Requirements

7.16.1 Service Level Metrics

PPS Support Contractor is 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), the PPS Support Contractor will endeavor to meet the following metrics levels:

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

2. Mean Time to Acknowledge and open ticket based on system alarms sent to the PPS Support Contractor is within 3 minutes

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

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.

5. Ninety-eight percent (98%) of all PPS SFO Help Desk tickets shall be resolved within the 1st Level support within the time period agreed on ticket incident priority. PPS Support Contractor will 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.

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. Maintain Sparing at required Levels as specified in Section 7.10.1

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

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

10. Implement changes and requests according to priority, as described in Section 7.16.2 .

7.16.1.1   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:

1. Type of System;
2. Type of incident; and
3. Priority Level by system.
4. Contacts
5. Timeframes
6. Roles and Responsibilities

7.16.1.2   Ticket Prioritization

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.

7.16.2   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:

1. First: Shared Use System and network.
2. Second: Baggage Messaging System and/or Baggage Handling Interface systems.
3. Third: AODB and IDs system and data feeds.
4. Fourth: Gate systems.
5. Fifth: Automated Passport Control Kiosks.
6. Sixth: CUSS Kiosks platform or applications.
7. Seventh: Baggage Reconciliation Hand Scanners.
8. Eighth: Individual system components (i.e., workstations or kiosks).

7.16.3   The Service Levels for PPS uptime shall only be applicable for circumstances or events that are under the control of the 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).

7.16.4   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 the 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.

7.17 Support Levels

7.17.1   1st Level Support Definition

The identification, documentation and resolution of basic customer and user facing issues related to the Passenger Processing System including workstations, printers, peripherals, HHTs and DVCs (Device Video Controllers). First level support also includes the monitoring, reporting and user administration of in scope hardware and applications.

7.17.1.1   First level support tasks include, but are not limited to:
1. Creating and/or responding to PPS trouble tickets
2. Initial problem determination and urgency designation
3. Tracking PPS problems to resolution
4. Repair or replacement of defective passenger and user facing PPS hardware
5. Escalation to higher support levels as required
6. Installation of PPS workstations and peripherals
7. Performing scheduled preventative maintenance and creating trouble tickets when an issue is found
8. Answering trouble calls by phone, in-person or via support application
9. Monitoring system for health, alerts and notifications
10. Creation and distribution of service reports
11. Inventory tracking and reporting
12. PPS end-point device moves, adds and changes

13. Measuring and reporting on monthly service level commitment
14. Coordinating the ordering and tracking of spare hardware
15. Maintaining PPS user account and password administration
16. Maintaining and documenting proper PPS user facing and end-point hardware configuration
17. Administering user roles and privileges
18. Ordering, maintaining and tracking PPS consumable stock
19. Replacing printing paper stock in CUSS kiosk printers, APC Kiosk printers and Shared Use System DCPs
20. Identifying and resolving PPS device printing issues
21. Updating PPS desktop and end-point device operating system and applications
22. Fulfilling basic PPS support service request
23. Performing basic system administration related to AODB, RMS, Shared Use, CUSS, IDS and Baggage Message Broker
24. Developing and writing operational and support procedures
25. Providing support, implementation and maintenance in compliance with PCI requirements
26. Maintaining a professional manner and positive attitude

7.17.2   Second (2nd) Second Level Support — Second level 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.

7.17.3   Third (3rd) Level Support —Third level 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 third level 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.

7.18 Training

7.18.1   All PPS Support Contractor staff shall complete training on the systems they are maintaining. PPS Support Contractor is 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 Other PPS Contractors. PPS Support Contractor must ensure all relevant staff complete any training

offered by the PPS contractors.

7.18.2 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 the PPS Support Contractor to perform their responsibilities, which the Airport's Project Manager will coordinate the initial training and additional follow up training requested.

8.0 STAFFING

8.1 General Staffing Requirements

8.1.1 The 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. The PPS Support Contractor's failure to include minimum staffing levels in the Staffing Plan does not relieve the 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.

8.1.2 The 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.

8.1.3 Support staff assigned to this Agreement must be exclusive to the Airport and shall not provide services to any other airport or facility for the duration of this Agreement.

8.1.4 The Airport will review resumes of all staff proposed for confirmation that such staff meet the personnel requirements specified in Section 8.4.

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

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

8.2 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 will 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.

8.3   Key Personnel

The PPS Support Contractor will provide at least one (1) Supervisor, and one (1) lead technician for each shift, and one (1) Technical Site Manager (TSM). The parties agree that supervisors and lead technicians are "key personnel."

The 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 section 8.4 below.

8.4   Personnel Requirements

8.4.1   General Qualifications

1. Valid driver's license or other valid government-issued identification.

2. Ability to obtain security clearances sufficient to work in the SIDA and Customs area.

3. Lift 50 pounds to counter height unassisted, and 50-100 pounds shoulder height assisted.

4. Work underneath, in and around small areas, including ticket and gate counters, telecommunication rooms, under desks.

5. Be knowledgeable about all systems related to passenger processing used at SFO, new and existing, to provide adequate support.

6. Be proficient in diagnosing problems, identifying corrections, and implementing solutions.

7. 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.

8. Communicate in English well enough to converse with all SFO internal staff, commissioners, vendors, contractors, consultants, airline personnel, tenants, and the traveling public.

9. Work rotations for responding to service calls.

10. Work with Airport personnel to clarify scope of the request.

11. Generate and actively manage service tickets.

12. Communicate status of work orders and provide estimated time of completion.

13. Communicate and work with staff members to ensure timely closure of work orders.

14. Develop and maintain a variety of records and/or documentation for assigned area of responsibility.

15. Comply with Airport Commission Rules and Regulations (see Agreement, Article 12, Requirements for Airport Contracts, 12.1 Airport Commission Rules and Regulations).

8.4.2   Supervisor Qualifications

1. 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, trouble shooting, 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 PPS solution vendor, airlines, SFO Terminal Services, and SFO ITT in delivering excellent customer service and high levels of system availability.

2. Minimum Supervisor Qualifications

   a. 4 years of service support or similar IT experience.

   b. At least 4 years of technical knowledge of computers, printers, keyboards, servers, switches, cabling, connectors, scanners, monitors, etc.

   c. At least 4 years of experience as a Systems Administrator.

   d. Demonstrate at least 2 years leadership experience.

   e. Maintain sufficient knowledge to perform the duties of the Technicians as needed.

3. Supervisor Essential Duties

   a. Work directly with the Manager of 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.

   b. Direct, manage, and coordinate customer support and client relations within the SFO, tenants, airlines, etc.

c. 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.

d. Develop and maintain analytical tools for audit and control of service support.

e. Develop and maintain an asset inventory of all equipment under the contractor's responsibility.

f. Document procedures used to resolve problems. Create FAQs and Knowledge Base for customer service and problem resolution.

g. Attend daily support meetings as necessary.

h. Manage changes through the approved change management process.

i. Participate in, and ensure that all application changes are properly tested and validated through Quality Assurance.

j. Facilitate monthly patch release testing, verification, and installations.

k. Coordinate and manage anti-virus updates for the PPS and IDS.

l. Participate in the disaster recovery and business resumption process.

m. Participate in PCI support, remediation, and certification.

n. Participate in the planning, communication, implementation, documentation and turnover for new PPS hardware, software, applications, and system implementations.

o. Develop and write operational and support procedures.

p. 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.

q. Oversee the daily operational activities of systems under their purview.

r. Assist with planning and evaluating the work of staff.

s. Supervise the development of staff to maximize improvement of skills and to provide for cross training.

t. Monitor and report on all PPS and IDS performance metrics per the SLA requirements

u. Ensure reporting needs are met.

v. Act as a liaison between SFO and application vendors to develop, enhance, and improve systems operations.

w. Report to management on system projects, future plans, usage, limitations, performance, security, and related issues.

x. Recommend policies for the use of PPS and IDS systems.

y. Provide input to management regarding long-range PPS and IDS plans and expansion.

z. Responsible for all duties assigned to the technician staff.

8.4.3 Lead Technician Qualifications

1. One lead Technician per shift.

2. Provide hands-on support for all SFO customers.

3. Provide leadership to technicians supporting the shift.

4. Lead Technicians must be great communicators who can translate their technical knowledge into actionable solutions.

5. Possess the skills to research problems and come up with a solution.

6. Lead Technicians are able to work under minimal supervision with established processes while documenting incidents and remedies.

7. Lead Technicians escalate complex situations to the next tier of support with clear details.

8. The Lead Technician is presumed to possess specialization with particular PPS systems.

9. Lead Technician Qualifications At least two (2) years of Service Desk or similar IT experience.

    a. At least two (2) years of technical knowledge of computers, printers, keyboards, servers, switches, cabling, connectors, scanners, monitors, etc.

    b. Experience supporting PPS systems such as Common/Shared Use, Kiosks, and Display Systems.

    c. Systems Administrator experience is preferred.

8.4.4   Technician Qualifications

1. Provide hands-on support for all SFO customers.

2. Technicians must be great communicators who can translate their technical knowledge into actionable solutions.

3. Possess the skills to research problems and come up with a solution.

4. Technicians can work under minimal supervision with established processes while documenting incidents and remedies.

5. Technicians escalate complex situations to the next tier of support with clear details.

6. Technician Qualifications

   a. At least one (1) year of Service Desk or similar IT experience.

   b. At least one (1) year of technical knowledge of computers, printers, keyboards, servers, switches, cabling, connectors, scanners, monitors, etc.

   c. Systems Administrator experience is preferred.

8.4.5   Lead Technician/Technician Duties

1. Assist with establishing a standard process for systems support, monitoring, maintenance, and reporting.

2. Provide technical assistance.

3. Assist in the identification of system software bugs or modification needs. Formulate proper resolution request to system representatives; monitor problems to resolution.

4. Identify areas where change, use, or increased use of automated systems would provide increased speed, accuracy, or efficiency.

5. Follow procedures for setting up users, changing permission levels and deleting users

6. Ensure all applications are functioning properly as needed.

7. Work with vendors on the installation, operation, and maintenance of software products running on various computer systems.

8. Provide end-user support, including researching end user complaints, researching issues, answering technical questions, and/or assisting with application problems.

9. Printer and other workstation connected device support as needed.

10. Monitor and respond to the system, desktop, printer, peripheral and network alerts.

11. Respond to phone calls and emails related to Shared Use Passenger Processing support and Information Display System.

12. Ensure accurate entry and routing of customer support requests.

13. Track incidents, requests, and problems through Service Now. Keep status current on a daily basis.

14. Provide airline graphic and logo support and administration.

15. Participate in PPS and IDS security audits.

16. Remote and on-site technical support as needed.

17. Contact outside vendors to obtain documentation, information, or support.

18. Equipment Setup

    a. Install and configure workstations, printers as needed.

    b. On-site setup of workstations and migration of data as needed. Includes the setup/imaging of workstation and data migration of old workstations.

    c. On site and/or bench service for workstation rebuilds due to user error/ destructive download issues/software installations as needed.

    d. Install peripheral devices and their software drivers.

8.5 PPS Support Contractor Responsibilities Regarding Employee Management

1. Payment of all badging costs for each employee.

2. Payment of key deposits required for each employee's facility keys.

3. Purchasing approved tools and supplies necessary to perform the job requirements.

4. Providing all personal computer hardware and software necessary to perform the job requirements.

5. Providing copier and/or printers necessary to perform job requirements.

6. Providing cell phone equipment and services as needed.

7. Payment of monthly employee parking fees.

9.0 EQUIPMENT COUNTS AS OF OCTOBER 18, 2018

Overall	ITB	T1	T2	T3	LONG TERM	Total PPS/IDS Scope
Quantity of Workstations	500	10	18	0		528
Quantity of CUSS Kiosks	84	0	0	0		84
Passport Readers OCR/MSR	247	6	8	0		261
Bag Tag Printers	243	2	8	0		253
Boarding Pass Printers	276	4	10	0		290
Handheld Bag Scanners	266	5	11	0		282
Handheld Terminal Scanners	84	0	0	0		84
General Printers DCP	92	4	2	0		98
Boarding Gate Readers BGR	54	3	2	0		59
APC Kiosks	80	0	0	0		80
TOTAL Quantity of Monitors	777	125	226	162	6	1296
FIDS	46	44	48	65	6	209
CIDS	211		43			254
BIDS	44	8	24	15		91
GIDS	45	28	29	2		104
Wayfinding	2	8	18	13		41
Visual Paging	69	22	14	29		134
Airline Lounges	12			4		16
Back Office	36		4			40
Curbside			6			6
CUSS Towers	48					48
Info Booth	5	4	6	2		17
LED (TE)	223	3	26			252
RIDS	28		4	5		37
TSA	2	8	4	27		41
MISC	6					6
Total DVC Devices	649	123	256	196	6	1224
Windows 7	58	56	32	162		308
Windows XP	368	64	198	34	6	670
LED (TE)	223	3	26			252

*The PPS Support Contractor shall verify all assets which will require support.

APPENDIX B – CALCULATION OF CHARGES
YEAR 1

1. Labor Costs for Year 1

No.	Position Title	No. of Full time positions	Hourly Wage	Burden%*	Hourly Wage with benefits	Annual Full Time Labor Hours (1FTE = 2080 * No. Positions)	Annual Total Hours (minus PTO)	Annual Total Labor Cost with Benefits
1	Technician	4	$ 24.62	62%	$ 39.88	8320	7584	$ 302,483.29
2	Technician (PTO backfill)	4	$ 24.62	62%	$ 39.88	8320	736	$ 29,354.92
3	LBE Technician	1	$ 34.95	62%	$ 56.62	2080	1896	$ 107,349.62
4	LBE Technician (PTO backfill)	1	$ 34.95	62%	$ 56.62	2080	184	$ 10,417.90
5	Lead Technician	5	$ 29.56	62%	$ 47.89	10400	9480	$ 453,970.66
6	Lead Technician (PTO backfill)	5	$ 29.56	62%	$ 47.89	10400	920	$ 44,056.22
7	Supervisor	5	$ 35.71	62%	$ 57.85	10400	9480	$ 548,419.90
8	Supervisor (PTO backfill)	5	$ 35.71	62%	$ 57.85	10400	920	$ 53,222.18
9	Technical Service Manager	0.5	$ 64.65	62%	$ 104.73	1040	1000	$ 104,733.00
10	Technical Service Manager (PTO backfill)	0.5	$ 64.65	62%	$ 104.73	1040	40	$ 4,189.32
11		0	$ -	0%	$ -	0	0	$ -
12		0	$ -	0%	$ -	0	0	$ -
13		0	$ -	0%	$ -	0	0	$ -
14		0	$ -	0%	$ -	0	0	$ -
15		0	$ -	0%	$ -	0	0	$ -
16		0	$ -	0%	$ -	0	0	$ -
17		0	$ -	0%	$ -	0	0	$ -
18		0	$ -	0%	$ -	0	0	$ -
19		0	$ -	0%	$ -	0	0	$ -
20		0	$ -	0%	$ -	0	0	$ -

* Burden% includes all costs associated with labor costs including, but not limited to: paid time off, payroll taxes, pension costs, health insurance, dental insurance, unemployment insurance, workers comp. insurance, insurance, and any other benefits and indirect labor costs.

Total Full Time Employee (FTE) Cost: $ 1,656,197.01

The Total Full Time Employee (FTE) Cost is a fixed cost.

2. Other services

Other costs such as use of tools and equipment, uniforms, parking and badging, data, corporate insurance, office supplies, arranging for purchase and delivery of spare parts and consumables, training and licenses associated with work, travel, etc.

Monthly costs for other services: $ 9,060.00
Annual Cost for Other services: $ 108,720.00

3. Profit Margin

Expressed as a percentage of the Total labor cost.   5%

Profit Margin: $ 82,909.85
Subtotal with Profit: $ 1,849,826.86

4. Total sum for cost of mobilization (only applicable for Year 1)

The Mobilization cost will be invoiced at 20% for Month 1, 40% for Month 2, and 40% for Month 3

Mobilization Cost: $ 178,819.00

TOTAL COST: $ 2,028,645.86
Monthly invoice value for labor costs, other services, profit margin and mobilization costs MONTH 1: $ 189,916.02
Monthly invoice value for labor costs, other services, profit margin and mobilization costs MONTH 2: $ 225,670.34
Monthly invoice value for labor costs, other services, profit margin and mobilization costs MONTHS 3: $ 225,670.34
Monthly invoice value for labor costs, other services, profit margin and mobilization costs MONTHS 4-12: $ 154,152.24

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APPENDIX B – CALCULATION OF CHARGES
YEAR 2

1. Labor Costs for Year 2

No.	Position Title	No. of Full time positions	Hourly Wage	Burden%*	Hourly Wage with benefits	Annual Full Time Labor Hours (1FTE = 2080 * No. Positions)	Annual Total Hours (minus PTO)	Annual Total Labor Cost with Benefits
1	Technician	4	$ 24.63	62%	$ 39.90	8320	7584	$ 302,606.15
2	Technician (PTO backfill)	4	$ 24.63	62%	$ 39.90	8320	736	$ 29,366.84
3	LBE Technician	1	$ 36.00	62%	$ 58.32	2080	1896	$ 110,574.72
4	LBE Technician (PTO backfill)	1	$ 36.00	62%	$ 58.32	2080	184	$ 10,730.88
5	Lead Technician	5	$ 29.56	62%	$ 47.89	10400	9480	$ 453,970.66
6	Lead Technician (PTO backfill)	5	$ 29.56	62%	$ 47.89	10400	920	$ 44,056.22
7	Supervisor	5	$ 35.70	62%	$ 57.83	10400	9480	$ 548,266.32
8	Supervisor (PTO backfill)	5	$ 35.70	62%	$ 57.83	10400	920	$ 53,207.28
9	Technical Service Manager	0.5	$ 66.53	62%	$ 107.78	1040	1000	$ 107,778.60
10	Technical Service Manager (PTO backfill)	0.5	$ 66.53	62%	$ 107.78	1040	40	$ 4,311.14
11		0	$ -	0%	$ -	0	0	$ -
12		0	$ -	0%	$ -	0	0	$ -
13		0	$ -	0%	$ -	0	0	$ -
14		0	$ -	0%	$ -	0	0	$ -
15		0	$ -	0%	$ -	0	0	$ -
16		0	$ -	0%	$ -	0	0	$ -
17		0	$ -	0%	$ -	0	0	$ -
18		0	$ -	0%	$ -	0	0	$ -
19		0	$ -	0%	$ -	0	0	$ -
20		0	$ -	0%	$ -	0	0	$ -

* Burden% includes all costs associated with 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.

	Total Full-Time Employee (FTE) Cost	$ 1,664,868.82

The Total Full Time Employee (FTE) Cost is a fixed cost.

2. Other services (insert monthly cost)

Other costs such as: use of tools and equipment, uniforms, parking and badging, data, corporate insurance, office supplies, arranging for purchase and delivery of spare parts and consumables, training and licenses associated with work, travel, etc.

	Monthly costs for other services:	$ 9,117.00
	Annual Cost for Other Services	$ 109,404.00

3. Profit Margin

Expressed as a percentage of the Total labor cost.

		5%
	Profit Margin	$ 83,243.44
	Subtotal with Profit	$ 1,857,516.26

	TOTAL COST	$ 1,857,516.26
	Monthly invoice value for labor costs, other services and profit margin costs:	$ 154,793.02

APPENDIX B – CALCULATION OF CHARGES
YEAR 3

1. Labor Costs for Year 3

No.	Position Title	No. of Full time positions	Hourly Wage	Burden%*	Hourly Wage with benefits	Annual Full Time Labor Hours (1-FTE - 2080) * No. Positions)	Annual Total Hours (minus PTO)	Annual Total Labor Cost with Benefits
1	Technician	4	$25.16	62%	$40.76	8320	7584	$309,117.77
2	Technician (PTO backfill)	4	$25.16	62%	$40.76	8320	736	$29,998.77
3	LBE Technician	1	$37.07	62%	$60.05	2080	1896	$113,861.25
4	LBE Technician (PTO backfill)	1	$37.07	62%	$60.05	2080	184	$11,049.83
5	Lead Technician	5	$30.18	62%	$48.89	10400	9480	$463,492.37
6	Lead Technician (PTO backfill)	5	$30.18	62%	$48.89	10400	920	$44,980.27
7	Supervisor	5	$36.47	62%	$59.08	10400	9480	$560,091.67
8	Supervisor (PTO backfill)	5	$36.47	62%	$59.08	10400	920	$54,354.89
9	Technical Service Manager	0.5	$68.47	62%	$110.92	1040	1000	$110,921.40
10	Technical Service Manager (PTO backfill)	0.5	$68.47	62%	$110.92	1040	40	$4,436.86
11		0	-	0%	-	0	0	-
12		0	-	0%	-	0	0	-
13		0	-	0%	-	0	0	-
14		0	-	0%	-	0	0	-
15		0	-	0%	-	0	0	-
16		0	-	0%	-	0	0	-
17		0	-	0%	-	0	0	-
18		0	-	0%	-	0	0	-
19		0	-	0%	-	0	0	-
20		0	-	0%	-	0	0	-

Total Full Time Employee (FTE) Costs | $1,702,305.07

* Burden% includes all costs associated with 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.

The Total Full Time Employee (FTE) Cost is a fixed cost.

2. Other services (insert monthly cost)

Other costs such as: use of tools and equipment, uniforms, parking and badging, data, corporate insurance, office supplies, arranging for purchase and delivery of spare parts and consumables, training and licenses associated with work, travel, etc.

Monthly costs for other services: $9,175.00

Annual Cost for Other Services: $110,100.00

3. Profit Margin

Expressed as a percentage of the Total labor cost. | 5%

Profit Margin | $85,115.25

Subtotal with Profit | $1,897,520.33

TOTAL COST: | $1,897,520.33

Monthly invoice value (for labor costs, other services and profit margin costs): | $158,126.69

APPENDIX B – CALCULATION OF CHARGES

YEAR 4

1. Labor Costs for Year 4

No.	Position Title	No. of Full time positions	Hourly Wage	Burden%**	Hourly Wage with benefits	Annual Full Time Labor Hours (1 FTE = 2080 * No. Positions)	Annual Total Hours (minus PTO)	Annual Total Labor Cost with Benefits
1	Technician	4	$25.16	62%	$40.76	8320	7584	$309,117.77
2	Technician (PTO backfill)	4	$25.16	62%	$40.76	8320	736	$29,998.77
3	LBE Technician	1	$33.19	62%	$61.87	2080	1895	$117,301.35
4	LBE Technician (PTO backfill)	1	$38.19	62%	$61.87	2080	184	$11,383.68
5	Lead Technician	5	$30.18	62%	$48.89	10400	9480	$463,492.37
6	Lead Technician (PTO backfill)	5	$30.18	62%	$48.89	10400	920	$44,980.27
7	Supervisor	5	$36.47	62%	$59.08	10400	9480	$560,091.67
8	Supervisor (PTO backfill)	5	$36.47	62%	$59.08	10400	920	$54,354.89
9	Technical Service Manager	0.5	$70.47	62%	$114.16	1040	1000	$114,161.40
10	Technical Service Manager (PTO backfill)	0.5	$70.47	62%	$114.15	1040	40	$4,566.46
11		0	$ -	0%	$ -	0	0	$ -
12		0	$ -	0%	$ -	0	0	$ -
13		0	$ -	0%	$ -	0	0	$ -
14		0	$ -	0%	$ -	0	0	$ -
15		0	$ -	0%	$ -	0	0	$ -
16		0	$ -	0%	$ -	0	0	$ -
17		0	$ -	0%	$ -	0	0	$ -
18		0	$ -	0%	$ -	0	0	$ -
19		0	$ -	0%	$ -	0	0	$ -
20		0	$ -	0%	$ -	0	0	$ -

** Burden% includes all costs associated with 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.

The Total Full Time Employee (FTE) Cost is a fixed cost.

Total Full Time Employee (FTE) Cost: $1,709,448.52

2. Other Services (insert monthly cost)

Other costs such as: use of tools and equipment, uniforms, parking and badging, data, corporate insurance, office supplies, arranging for purchase and delivery of spare parts and consumables, training and licenses associated with work, travel, etc.

Monthly costs for other services: $ 9,241.00

Annual Cost for Other Services: $110,892.00

3. Profit Margin

Expressed as a percentage of the Total labor cost. 5%

Profit Margin: $85,472.43

Subtotal with Profit: $1,905,813.06

TOTAL COST: $1,905,813.06

Monthly invoice value for labor costs, other services and profit margin costs: $158,817.75

APPENDIX B - CALCULATION OF CHARGES
YEAR 5

1. Labor costs for Year 5

No.	Position Title	No. of Full time positions	Hourly Wage	Burden%*	Hourly Wage with benefits	Annual Full Time Labor Hours (1FTE=2080 * No. Positions)	Annual Total Hours (minus PTO)	Annual Total Labor Cost with Benefits
1	Technician	4	$ 25.43	62%	$ 41.20	8320	7584	$ 312,435.01
2	Technician (PTO backfill)	4	$ 25.43	62%	$ 41.20	8320	736	$ 30,320.70
3	LBE Technician	1	$ 39.33	62%	$ 63.71	2080	1896	$ 120,802.88
4	LBE Technician (PTO backfill)	1	$ 39.33	62%	$ 63.71	2080	184	$ 11,723.49
5	Lead Technician	5	$ 30.50	67%	$ 49.41	10400	9480	$ 468,406.80
6	Lead Technician (PTO backfill)	5	$ 30.50	62%	$ 49.41	10400	920	$ 45,457.20
7	Supervisor	5	$ 36.85	62%	$ 59.70	10400	9480	$ 565,927.56
8	Supervisor (PTO backfill)	5	$ 36.85	62%	$ 59.70	10400	920	$ 54,921.24
9	Technical Service Manager	0.5	$ 75.97	62%	$ 123.07	1040	1000	$ 123,071.40
10	Technical Service Manager (PTO backfill)	0.5	$ 75.97	62%	$ 123.07	1040	40	$ 4,922.86
11		0	$ -	0%	$ -	0	0	$ -
12		0	$ -	0%	$ -	0	0	$ -
13		0	$ -	0%	$ -	0	0	$ -
14		0	$ -	0%	$ -	0	0	$ -
15		0	$ -	0%	$ -	0	0	$ -
16		0	$ -	0%	$ -	0	0	$ -
17		0	$ -	0%	$ -	0	0	$ -
18		0	$ -	0%	$ -	0	0	$ -
19		0	$ -	0%	$ -	0	0	$ -
20		0	$ -	0%	$ -	0	0	$ -

* Burden% includes all costs associated with 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.

Total Full Time Employee (FTE) Cost: $ 1,737,989.14

The Total Full Time Employee (FTE) Cost is a fixed cost.

2. Other services (insert monthly cost)

Other costs such as: use of tools and equipment, uniforms, parking and badging, data, corporate insurance, office supplies, arranging for purchase and delivery of spare parts and consumables, training and licenses associated with work, travel, etc.

Monthly costs for other services | $ 9,308.00

Annual Cost for Other Services: $ 111,696.00

3. Profit Margin

Expressed as a percentage of the Total labor cost.

Profit Margin: 5% | $ 86,899.46

Subtotal with Profit: $ 1,936,584.59

Monthly invoice value for labor costs, other services and profit margin costs: **TOTAL COST:** $ 1,936,584.59 | $ 161,382.05

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APPENDIX B - CALCULATION OF CHARGES

OTHER COSTS (for full contract term)

1. Other Costs for Consumables and Shipping Fees

* Costs will be invoiced monthly. Invoice will detail any Consumables and Shipping Costs for the total order.

	Total Not-to-Exceed Amount
Consumables	
Non-paper	$134,587
Paper stock	$155,027
Shipping Costs	$8,850

2. Costs for As-needed Services and Hourly Rates

* Costs will be invoiced per the Task Order for any As-needed Services.

	Total Not-to-Exceed Amount
As-needed Services	$42,000

Hourly Rates				
No.	Postion Title	Bill Rate	Overtime rate	Double time rate
1	Technician	$ 76.39	$ 104.17	$ 152.78
2	LBE Technician	$ 76.39	$ 104.17	$ 152.78
3	Lead Technician	$ 76.39	$ 104.17	$ 152.78
4	Supervisor	$ 76.39	$ 104.17	$ 152.78
5	Technical Service Manager	$ 152.78	$ 170.83	$ 187.50

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MEMORANDUM

December 17, 2019

TO: AIRPORT COMMISSION

            Hon. Larry Mazzola, President
            Hon. Linda S. Crayton, Vice President
            Hon. Eleanor Johns
            Hon. Richard J. Guggenhime
            Hon. Malcolm Yeung

19-0320

≡ DEC 17 2019

FROM: Airport Director

SUBJECT: Modification No. 1 to Contract No. 11211.51 for Support Services for the
Airport's Shared Use Passenger Processing Systems with SITA Information
Networking Computing USA, Inc.

DIRECTOR'S RECOMMENDATION: APPROVE MODIFICATION NO. 1 TO CONTRACT
NO. 11211.51 FOR SUPPORT SERVICES OF THE AIRPORT'S SHARED USE
PASSENGER PROCESSING SYSTEMS WITH SITA INFORMATION NETWORKING
COMPUTING USA, INC. (SITA), AND INCREASE THE CONTRACT AMOUNT BY
$5,928,253 FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF $15,894,796.

Executive Summary

Commission approval is requested for Modification No.1 to Contract No. 11211.51 with SITA
for support services of the Airport's shared use Passenger Processing Systems (PPS). Support
services include Level 1 technical support for hardware and peripherals including preventative
maintenance, system administration, system monitoring, and supplies for shared use equipment.
This modification will provide additional staffing to maintain new equipment installations in the
recently activated Harvey Milk Terminal 1 and the International Terminal.

Background

The Airport's contract with SITA provides on-site staff support 24/7 to the Airport's shared-use
PPS. Services include technical support for all the hardware and peripherals associated with the
common or shared use PPS, as well as other Airport systems used for passenger processing and
information such as the Automated Passport Control Kiosks (APC) in the Customs area, the
Information Display System (IDS) which displays messages throughout the terminals and all
baggage messaging and reconciliation systems. In addition to the on-site resolution of issues, the
support provider is required to produce detailed reports and documentation covering all service
calls, the time required for response, resolution of those service requests, and root-cause analysis
of all failures. Support of PPS also includes maintaining an inventory of hardware and spare
parts, peripherals, and ordering and replacing consumables.

THIS PRINT COVERS CALENDAR ITEM NO. 7

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

| LONDON N. BREED | LARRY MAZZOLA | LINDA S. CRAYTON | ELEANOR JOHNS | RICHARD J. GUGGENHIME | MALCOLM YEUNG | IVAR C. SATERO |
| MAYOR | PRESIDENT | VICE PRESIDENT | | | | AIRPORT DIRECTOR |

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

2146

On January 23, 2018, the Airport issued a Request for Proposals (RFP) and as a result of the selection process prescribed in the RFP and upon the recommendation of the Airport Director, the Commission determined that SITA was the qualified proposer receiving the highest evaluation score for Contract No. 11211.51.

On November 20, 2018, by Resolution No. 18-0366, the Commission awarded Contract No. 11211.51 to SITA for the term of January 1, 2019 through December 31, 2023 for a not-to-exceed amount of $9,966,543.

The Local Business Entity (LBE) subcontracting participation requirement for this Agreement is 5%.

On July 23, 2019, the Airport announced the official opening of the first nine-gate section of Harvey Milk Terminal 1. Shared use PPS equipment was installed and is currently in use by Southwest Airlines and JetBlue, which began operations from the new Boarding Area B upon opening. Additional PPS equipment is expected to be installed in the International Terminal beginning in January 2020.

The Airport is scheduled to open nine additional gates as well as arrival and departure facilities in the Harvey Milk Terminal 1 in March 2020, from which American Airlines will operate. The activation of these new facilities also includes the installation of new PPS equipment that will require Level 1 technical support provided by SITA.

Because this contract modification will result in a total contract amount of over $10 million, upon approval of this contract modification by the Commission, Staff will seek approval from the Board of Supervisors, pursuant to San Francisco Charter Section 9.118(b).

Recommendation

I recommend this Commission approve Modification No. 1 to Contract No. 11211.51 for support services for the Airport's Common Use Passenger Processing Systems with SITA Information Networking Computing USA, Inc. and increase compensation by $5,928,253 for a new total not-to-exceed amount of $15,894,796 and directs the Commission Secretary to seek approval from the Board of Supervisors, pursuant to San Francisco Charter Section 9.118(b).

Ivar C. Satero
Airport Director

Prepared by: Jeff Littlefield
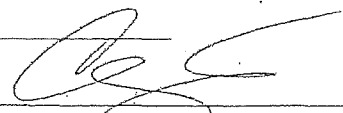   Chief Operating Officer

Attachment

AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO.: 19-0320

APPROVE MODIFICATION NO. 1 TO CONTRACT NO. 11211.51 FOR SUPPORT SERVICES OF THE AIRPORT'S SHARED USE PASSENGER PROCESSING SYSTEMS WITH SITA INFORMATION NETWORKING COMPUTING USA INC., AND INCREASE CONTRACT AMOUNT BY $5,928,253 FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF $15,894,796

WHEREAS,   on January 23, 2018, the Airport issued an RFP for the Shared Use Passenger Processing System (PPS) Support Services and upon recommendation of the Airport Director, the Commission determined that SITA Information Networking Computing USA, Inc., was the qualified proposer receiving the highest evaluation score for Contract No. 11211.51; and

WHEREAS,   on November 20, 2018, by Resolution No. 18-0366, the Commission awarded Contract No. 11211.51 to SITA for the term of January 1, 2019 through December 31, 2023; and

WHEREAS,   on July 23, 2019 the Airport activated shared use PPS equipment in the first nine-gates of the Harvey Milk Terminal 1, and additional equipment is expected to be installed in the International Terminal in January 2020; and

WHEREAS,   in March 2020, the Airport is scheduled to open nine additional gates as well as arrival and departure facilities equipped with shared use PPS equipment in the Harvey Milk Terminal 1; and

WHEREAS,   the new not-to-exceed contract amount exceeds $10 million, Airport staff shall seek approval of this modification from the Board of Supervisors; now, therefore, be it

RESOLVED,   that the Commission hereby approves Modification No. 1 to Contract No. 11211.51 for support services of the Airport's Shared Use Passenger Processing Systems with SITA Information Networking Computing USA, Inc., and increase the contract amount by $5,928,253, for a new not-to-exceed amount of $15,894,796, and, be it further

RESOLVED,   that the Commission hereby directs the Commission Secretary to seek approval from the Board of Supervisors for Modification No. 1 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 _____ **DEC 1 7 2019** _____

_____
Secretary

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AIRPORT COMMISSION

CITY AND COUNTY OF SAN FRANCISCO

RESOLUTION NO. 18-0366

AUTHORIZATION TO AWARD CONTRACT 11211.51 FOR SHARED USE PASSENGER PROCESSING SYSTEM SUPPORT SERVICES TO SITA INFORMATION NETWORKING COMPUTING USA, INC. (SITA) IN AN AMOUNT NOT TO EXCEED $9,966,543 FOR A PERIOD OF FIVE-YEARS EFFECTIVE JANUARY 1, 2019.

WHEREAS, on January 23, 2018, the Airport issued a Request for Proposals (RFP) for the Shared Use Passenger Processing System (PPS) Support Services to procure Level 1 maintenance and support services ("Support Contract") for the new PPS Upgrade Contract, procured through Contract No. 11211.44; and

WHEREAS, on March 7, 2018, the Airport received three proposals and Staff concluded that two of the proposers met the minimum qualifications for a Support Contract, as set forth in the RFP; and

WHEREAS, a four-person evaluation panel reviewed and scored the proposals and conducted oral interviews with each of the two qualifying proposers; and

WHEREAS, based on the written proposal scores, fee proposal scores and the oral interview scores, SITA was the highest-ranking proposer for the Support Contract procurement; and

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

RESOLVED, this Commission awards Contract No. 11211.51 for Shared Use Passenger Processing System Support Services to SITA for a five-year term commencing January 1, 2019 in an amount not to exceed $9,966,543.

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

NOV 2 0 2018

at its meeting of

Secretary

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MEMORANDUM

November 20, 2018

18-0366

TO: Members, Airport Commission
           Hon. Larry Mazzola, President
           Hon. Linda S. Crayton, Vice President
           Hon. Eleanor Johns
           Hon. Richard J. Guggenhime
           Hon. Peter A. Stern

NOV 2 0 2018

FROM: Airport Director

SUBJECT: Award Contract No. 11211.51 for Shared Use Passenger Processing System Support Services to SITA Information Networking Computing USA, Inc.

DIRECTOR'S RECOMMENDATION: AWARD CONTRACT 11211.51 FOR SHARED USE PASSENGER PROCESSING SYSTEM SUPPORT SERVICES TO SITA INFORMATION NETWORKING COMPUTING USA, INC. (SITA) IN AN AMOUNT NOT TO EXCEED $9,966,543 FOR A FIVE-YEAR TERM COMMENCING JANUARY 1, 2019.

Executive Summary

On January 23, 2018, the Airport issued a Request for Proposals (RFP) for the Shared Use Passenger Processing System Support Services (the RFP). Support Services include Level 1 technical support for hardware and peripherals. Staff also received Commission authorization to negotiate with the highest ranked responsible proposer. Negotiations were successful, and Staff now recommends award of Contract No. 11211.51 for Shared Use Passenger Processing System Support Services ("Support Contract") to SITA in an amount not to exceed $9,966,543. The term of the Support Contract is five years.

Background

The Airport's Passenger Processing System (PPS) is comprised of various devices and systems designed to assist airlines with passenger processing, such as devices that print boarding passes and read bag tags. Because the Airport determined that the current PPS was in need of expansion and various upgrades, Staff sought Commission approval to procure a new PPS. On July 10, 2018, by Resolution 18-0202, the Commission awarded Contract No. 11211.44 to SITA for the upgrade of the PPS hardware and software systems ("Upgrade Contract"), which will give the airlines more flexibility and options for passenger processing using their own proprietary platforms.

The Upgrade Contract does not include Level 1 basic level technical support functions.

THIS PRINT COVERS CALENDAR ITEM NO. **1**

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

LONDON N. BREED	LARRY MAZZOLA	LINDA S. CRAYTON	ELEANOR JOHNS	RICHARD J. GUGGENHIME	PETER A. STERN	IVAR C. SATERO
MAYOR	PRESIDENT	VICE PRESIDENT				AIRPORT DIRECTOR

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2150

Level 1 support 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 Common Use Self-Service (CUSS) kiosks; Automated Passport Control (APC) kiosk; Information Display System; Baggage Message System; and Baggage Reconciliation System. When issues with these systems are identified, the Level 1 support contractor reports those issues to the responsible party for resolution. Finally, the support contractor acts as the system administrator for the PPS and is responsible for creating and responding to resolution PPS trouble tickets; repair and replacement of defective passenger and user facing PPS hardware; inventory tracking and reporting of systems spare parts; ordering, maintaining and tracking of consumable stock, and replacing printing paper stock for printing of APC kiosk receipts, bag tags and boarding passes.

Level 1 support will be provided on a 24 hours per day, 7 days per week basis.

On September 5, 2017, by Resolution 17-0218, the Commission authorized Staff to issue an RFP and enter into negotiations with the top ranked firm to provide Level 1 maintenance and support for the new PPS, procured through the Upgrade Contract. The Contract Monitoring Division set a Local Business Enterprise (LBE) requirement of 5% for the Support Contract.

On January 30, 2018, Staff conducted the pre-proposal conference, attended by 14 people representing six firms. On March 7, 2018, the Airport received proposals from the following firms seeking to provide Level 1 services through the Support Contract: (1) Amadeus Airport IT Americas, Inc. ("Amadeus"), (2) Rockwell Collins/ARINC (ARINC), and (3) SITA. Staff concluded that ARINC and SITA met the minimum qualifications set out in the RFP. Amadeus was deemed non-responsive for failing to meet the LBE subcontracting requirements for the RFP.

The Selection Process

A four-member evaluation panel reviewed the qualifying proposals and scored them against the evaluation criteria set forth in the RFP. The panelists were: Staff Vice President and Station Manager for Japan Airlines; Manager, Facility Maintenance Operations for United Airlines; Terminal Systems Manager, Operations and Security, for the Airport; and Senior Information Systems Engineer, Information Technology and Telecommunications, for the Airport. On May 22, 2018, the two proposers participated in an oral interview.

The maximum points allotted for this procurement is 11,200. The results of the evaluation process are set forth in the table below:

Proposer	Written Score	Fee Score	Oral Score	Total Score
SITA	3774.0	2351.4	3485.0	9610.4
ARINC	3796.0	2400.0	3360.0	9556.0

SITA was the highest ranked proposer for the Support Contract procurement. Staff has successfully negotiated the scope of work, billing rates and fees with SITA for this Contract. The term for Contract No. 11211.51 is five years.

A Notice of Intent to Award was issued on October 23, 2018. No protest was received.

Recommendation

I recommend this Commission award Contract No. 11211.51 for Shared Use Passenger Processing System Support Services to SITA for a five-year term commencing January 1, 2019 in an amount not to exceed $9,966,543.

Ivar C. Satero
Airport Director

Prepared by: Jeff Littlefield
Chief Operating Officer

Attachment

December 20, 2019

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: Modification No. 1 to Professional Services Contract No. 11211.51 for Support of Airport's
           Shared Use Passenger Processing Systems with SITA Information Networking Computing
           USA, Inc., and the City and County of San Francisco, acting by and through its Airport
           Commission

Dear Ms. Calvillo:

Pursuant to Section 9.118 of the City Charter, I am forwarding for the Board of Supervisors' approval a
proposed Resolution approving Modification No. 1 to Professional Services Contract No. 11211.51 for Support
of Airport's Shared Use Passenger Processing Systems with SITA Information Networking Computing USA,
Inc., and the City and County of San Francisco, acting by and through its Airport Commission.
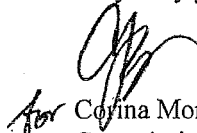
The following is a list of accompanying documents:

- Board of Supervisors Resolution (one original and one copy);
- Award Airport Commission Resolution No. 18-0366;
- Memorandum accompanying Airport Commission Resolution No. 18-0366;
- Approved Airport Commission Resolution No. 19-0320 Modification No. 1;
- Memorandum accompanying Airport Commission Resolution No. 19-0320;
- SFEC-126 (Board of Supervisors and Mayor's Office) for SITA Information Networking Computing USA, Inc.;
- A copy of Professional Services Contract No. 11211.51; and
- A copy of Modification No. 1 to Professional Services Contract No. 11211.51.

The following person may be contacted regarding this matter:

Eva Cheong, Managing Director, Airport Services
eva.cheong@flysfo.com
(650) 821-5221

Very truly yours,

Corina Monzón
Commission Secretary

Enclosures

cc: Eva Cheong, Airport Services
      Cathy Widener, Governmental Affairs

AIRPORT COMMISSION   CITY AND COUNTY OF SAN FRANCISCO

LONDON N. BREED	LARRY MAZZOLA	LINDA S. CRAYTON	ELEANOR JOHNS	RICHARD J. GUGGENHIME	MALCOLM YEUNG	IVAR C. SATERO
MAYOR	PRESIDENT	VICE-PRESIDENT				AIRPORT DIRECTOR

San Francisco Ethics Commission
25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
Phone: 415.252.3100 . Fax: 415.252.3112
ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #:
200006

Bid/RFP #:

Notification of Contract Approval
SFEC Form 126(f)4
(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)
A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of $100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: https://sfethics.org/compliance/city-officers/contract-approval-city-officers

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Cathy Widener	650-821-5023
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
Air Airport Commission	cathy.widener@flysfo.com

5. CONTRACTOR

NAME OF CONTRACTOR	TELEPHONE NUMBER
SITA Information Networking Computing USA, Inc.	(470) 439-7991
STREET ADDRESS (including City, State and Zip Code)	EMAIL
3100 Cumberland Boulevard, Suite 900, Atlanta, GA 3033	Diana.Oldag@sita.aero

6. CONTRACT

DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable)
		200006

DESCRIPTION OF AMOUNT OF CONTRACT

15,894,796

NATURE OF THE CONTRACT *(Please describe)*

Contractor to provide hardware maintenance, system administration, and system monitoring and support on the Airport's Shared Use Passenger Processing Systems in the International Terminal and Terminal 1 at SFO.

7. COMMENTS

8. CONTRACT APPROVAL

This contract was approved by:

☐	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
☒	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
☐	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Dalibard/SITA/Contractor	Barbara	CEO
2	Einterz/SITA/Contractor	Diana	Other Principal Officer
3	Husson/SITA/Contractor	Nicholas	Other Principal Officer
4	Subramanian/SITA/Contracto	Harihara	Other Principal Officer
5	McEntee/SITA/Contractor	Aileen	Other Principal Officer
6	Zhou/ActNet	Julie	Subcontractor
7	Nehrt/Essintial	Ross	Subcontractor
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
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48			
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50			

☐ Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK	DATE SIGNED
BOS Clerk of the Board	