



CONTRACT NAME:	Common Use Passenger Processing System
CONTRACT NUMBER:	4400004706 (RFCSP 17-051; 6100008601)
VENDOR NAME:	ARINC Incorporated
VENDOR ADDRESS:	6120 South Yale Ave., Suite 200 Tulsa, OK 74136
ATTN:	Donald Snyder
CHANGE ORDER NUMBER:	4
DATE ISSUED:	March 30, 2021
EFFECTIVE DATE OF CHANGE ORDER:	Upon Final Signature

The City of San Antonio ("City") hereby issues this change order to the above referenced contract pursuant to Texas Local Government Code §252.048, and Ordinance No. 2011-12-08-1014, passed and approved December 8, 2011. This contract is hereby amended as follows:

1. CHANGE ORDER

1.1 This change order will add scope and capacity for Payment Card Industry ("PCI") security measures required the City of San Antonio's Information Technology Services Department, after-hours support, supplemental equipment, and other services as listed below.

The following Scope of Services is added:

- a. Work Breakdown Structure (WBS) to track cMUSE & PCI costs. This will prescribe the detailed method with which the associated costs are to be tracked including a hierarchical listing of associated tasks and activities.
- b. Period of Performance Alignment (Scope Only). Parties agree to align all contractual documents and references to the May 10, 2018 date of signature.
- c. Parties understand and agree that the Collins Aerospace Privacy Agreement, a true and correct copy of which is attached hereto and fully incorporated herein for all purposes, is a part of this Agreement, as though fully set out herein, and that all obligations, conditions, tasks, products, and representations set forth in said documents are required

to be fulfilled by the parties as completely and fully as are the obligations, conditions, tasks, products, and representations imposed by the Integration Agreement. The terms of the Integration Agreement shall control where there is any conflict between the terms of the Collins Aerospace Privacy Agreement and the terms of the Integration Agreement.

- d. Payment Card Industry (PCI) Data Security Standard (DSS). Adds activities and tasks required to maintain PCI compliance with technical and operational standards mandated by credit card companies to help ensure the security of credit card transactions in the payments industry. PCI standards for compliance are developed and managed by the PCI Security Standards Council. These standards include compliance testing, infrastructure cabling and equipment (responsibility of the vendor) and accessibility to the equipment area(s) (responsibility of CoSA). The PCI Security Standards Council is responsible for developing the PCI DSS.
  - e. After-hours support. Support included under Section 5 of the Statement of Work covers 08:00 – 17:00 Monday-Friday only. The table below specifies retainage and hourly rates for support Monday-Friday from 17:01-07:59 and 00:01-23:59 Saturdays, Sundays, and holidays. This service will be used on an as-needed basis evenings and weekends to ensure system availability is maintained. Total costs are estimated. On a monthly basis, Vendor shall invoice and City shall pay On-Call Hourly Rates based on actual usage.
    - i. Monthly Retainer and Other Direct Costs \$250.00
    - ii. On-Call hourly rate (M-F after 17:00) \$ 88.40\*
    - iii. On-Call hourly rate (weekends & holidays) \$132.60\*minimum of 2 hours charged
  - f. Additional deployments. Costs associated with 3 additional gate deployments at \$9,445 each and 5 additional ticket counter deployments at \$4,023 each to provide for future expansion if needed.
  - g. Additional costs for VOIP service. Additional VOIP service needed to provide outgoing call capabilities.
  - h. Purchase of spare hardware, cabling, and computers to have on hand for break-fix availability. Detailed quantities and pricing are included in the first table below.
- 1.2 The services, deliverables, and pricing set out in the tables below are hereby added to ARINC's Pricing Schedule (RFCSP Attachment C – Pricing Schedule) and Statement of Work (Integration Agreement, Exhibit C):

Item	Description	Qty	Unit Price	Total Price
	<b>Base Hardware and Software Costs</b>			
	<b>10% SPARES</b>			
1	TM-L500A ATB w/Tray and 5-year warranty	0	\$0.00	-
2	3m USB cable (Green)	1	\$6.26	\$6.26
3	Country specific power cable	1	\$11.12	\$11.12
4	TM-L500A BTP w/5-year warranty	1	\$964.85	\$964.85
5	SU-RPL600B roll holder	2	\$83.42	\$166.84
6	3m USB cable (Purple)	2	\$6.26	\$12.52
7	Country specific power cable	2	\$11.12	\$22.24
8	mini MPR (USB) w/5-year warranty and built in cable	2	\$347.57	\$695.14
9	Xenon 1900 w/ USB cable	2	\$340.62	\$681.24
				<b>\$2,560.21</b>
	<b>Additional Cable Spares</b>			
10	CAT6 Patch Cable 7ft Yellow (IWS)	10	\$4.85	\$48.50
11	CAT6 Patch Cable 7ft Red (IWS)	10	\$4.85	\$48.50
12	3m USB cable (Green)	10	\$6.26	\$62.60
13	3m USB cable (Purple)	10	\$6.26	\$62.60
14	3m USB cable (Black)	10	\$6.26	\$62.60
15	3m USB cable (Orange)	10	\$6.26	\$62.60
16	Ativa Cat 5e Network Cable, 14', Blue	10	\$19.85	\$198.50
				<b>\$545.90</b>
	<b>Five Workstation Replacements</b>			
17	REW GHOST 3.1 PER DEVICE BNDL STD LIC S E ESS	5	\$15.09	\$75.45
18	HP ProDesk 600 G2 SFF i3-6100 3.7G 4GB 500GB DVDRW W7P	5	\$757.80	\$3,789.00
19	HP 5 YR NDB ONSITE PROMO DT ONLY HW SUP	5	\$103.12	\$515.60
20	CAT6 Patch Cable 7ft Yellow (IWS)	5	\$4.85	\$24.25
21	CAT6 Patch Cable 7ft Red (IWS)	5	\$4.85	\$24.25
22	ProDisplay P19A 19 in standard monitor (1280*1024)	5	\$215.23	\$1,076.15
23	TM-L500A ATB w/Tray and 5-year warranty	5	\$964.85	\$4,824.25
24	3m USB cable (Green)	5	\$6.26	\$31.30
25	Country specific power cable	5	\$11.12	\$55.60
26	TM-L500A BTP w/5-year warranty	5	\$964.85	\$4,824.25
27	SU-RPL600B roll holder	5	\$83.42	\$417.10
28	3m USB cable (Purple)	5	\$6.26	\$31.30
29	Country specific power cable	5	\$11.12	\$55.60
30	mini MPR (USB) w/5-year warranty and built in cable	5	\$347.57	\$1,737.85
31	Xenon 1900 w/ USB cable	5	\$340.62	\$1,703.10
				<b>\$19,185.05</b>
	<b>TOTAL</b>			<b>\$22,291.16</b>

Item	Services/Licenses	Purchase Price (One Time)
a	Work Breakdown Structure to track cMUSE & PCI costs	No Cost
b	Period of Performance Alignment	No Cost
c	Vendor Privacy Agreement	No Cost
d	PCI Software License Renewal (Year 3)	\$33,472
e	After-Hours System Support Costs (estimated)	\$60,000
f	3 additional gate deployments	\$28,335
f	5 additional ticket counter deployments	\$20,115
g	Additional VOIP Service	\$28,405
	<b>Services/Licenses Subtotal</b>	<b>\$170,327</b>

	Hardware	Qty	Purchase Price
h	Spare Hardware		\$2,560
h	Spare Cabling		\$546
h	Spare Workstations	5	\$19,185
	<b>Hardware Subtotal</b>		<b>\$22,291</b>
	<b>Services Subtotal (from above)</b>		<b>\$170,327</b>
	<b>Non-Recurring Charges Total</b>		<b>\$192,618</b>

## 2. PROVISIONS REMAIN IN EFFECT

All other terms, conditions, covenants and provisions of the above referenced contract, as previously amended, not specifically mentioned herein and revised by this document, are retained in their entirety, unchanged, and remain in full force in effect for the duration of said contract, and any renewals thereof.

## 3. ENTIRE AGREEMENT

This contract, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

**EXECUTED** and **AGREED** to as of the dates indicated below. This Change Order may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**CITY OF SAN ANTONIO**

**ARINC INCORPORATED**

DocuSigned by:

*Regan Rishel*

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\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Printed Name: Norbert Dziuk

Printed Name: Regan Rishel

Title: Assistant Finance Director

Title: Manager, Contracts - IMS Airports & STCI

Date: \_\_\_\_\_

Date: 4/13/2021

This change order is part of the contract. Please return this change order to the Finance Department, Purchasing Division, attention Marisol Amador at [Marisol.amador@sanantonio.gov](mailto:Marisol.amador@sanantonio.gov).



## Data Protection Agreement

This Data Protection Agreement (hereinafter, the “DPA”) made effective as of February 2, 2021 (the “**Effective Date**”) by and between ARINC Incorporated (a part of Collins Aerospace) having its place of business at 2551 Riva Road, Annapolis MD 21401 (hereinafter, “**ARINC**”) and the City of San Antonio, Texas, a home-rule municipal corporation, (the “**Customer**”). This DPA refers to Customer and ARINC collectively as the “**Parties**” and individually as the “**Party**.”

**WHEREAS**, ARINC and Customer have entered into the Integration Agreement for Common Use Passenger Processing System Request for Competitive Sealed Proposal No.: 17-051; 6100008601 under which ARINC, and/or other ARINC Affiliates, performs or will perform certain Services (defined below) for or on behalf of Customer and/or other Customer Affiliates;

**WHEREAS**, in performing such Services, ARINC may be processing Personal Data as part of delivering the Services;

**WHEREAS**, it is therefore necessary for the Parties to enter into an appropriate data processing agreement which reflects the roles of the Parties and their obligation under applicable Data Protection Laws and the Parties wish to enter into this DPA.

**NOW, THEREFORE**, the Parties agree as follows:

### 1. DEFINITIONS

Capitalised terms shall have the meanings set out below. Any capitalised terms not defined below or defined elsewhere in this DPA shall have the meanings as ascribed in the Service Agreement:

1.1 “**Affiliate**” means in relation to a Party, any entity which (directly or indirectly) controls, is controlled by and/or under common control with that Party.

1.2 “**Controller**,” “**Processor**,” “**Subprocessor**,” “**Data Subject**,” and “**Data Exporter**” and shall have the same meaning as in the Data Protection Laws.

1.3 “**Data Protection Laws**” means, as and to the extent they apply, in relation to any Personal Data which is Processed in the performance of the Agreement, any applicable laws and regulations in relation to the privacy or Processing of Personal Data relating to identifiable individuals, the protection of personal information or data, and the cross-border transfer of personal information or data, including as may be applicable, but not limited to: (a) the California Consumer Privacy Act (“CCPA”); (b) the EU General Data Protection Regulation (Regulation (EU) 2016/679) (“GDPR”); and (c) national laws implementing, revising or replacing the GDPR, each as updated, amended or replaced from time to time.

1.4 “**Governmental Agencies**” means governmental and/or quasi-governmental agencies, airport authorities, passport agencies, customs officials, and such similar entities.

1.5 “**Personal Data**” means any information relating to an identified or identifiable data subject or as otherwise defined by applicable law;

1.6 “**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored, or otherwise processed.

1.7 “**Process**” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, return or destruction and “Processed” or “Processing” shall be construed accordingly.

1.8 “**Pseudonymous Data**” means information processed in such a manner that Personal Information can no longer be attributed to a specific Data Subject.

1.9 “**Service Agreement**” means the service agreement by and between ARINC and the Customer for ARINC’s delivery of the “Services” defined in Section 1.10 hereinbelow.

1.10 “**Services**” means ARINC’s Processing of Personal Data on behalf of the Customer as related to ARINC’s provision of the products and services listed below:

1.10.1 **Global Airports:** products and services with respect to systems integration, passenger processing solutions, passenger facilitation, airport operations and baggage systems, which may be referenced in various agreements between ARINC and the Customer as any one or more of the following products or services: vMUSE™, vMUSE Enterprise™, cMUSE™, Self-Serv™, Self-Drop™, ExpressDrop, ARINC Border Management Solutions, ARINC Automated Border Control, ARINC Automated Passport Control, AirVue, AirPlan, AirDB, ARINCOnVoy, ARINC VeriPax™, ARINC Managed Services, BagLink™, BagMatch, ExpressCheck, ExpresDrop, SmartBag™, RFID, and other related products and services.

1.10.2 **Border Management Services:** products, services and/or licenses with respect to the transmission of Advance Passenger Information (API) or Passenger Name Record (PNR) from airlines to government authorities or their designated service providers. API and PNR are categories of passenger data that have been defined by IATA.





## 2. PROCESSOR OBLIGATIONS

With respect to the Services that ARINC performs or shall perform for the Customer as described in the Service Agreement, ARINC hereby agrees to be bound by the following terms and conditions:

2.1 Data Processor. With respect to the Services, the Parties hereby agree that ARINC is the Processor of Personal Data and Customer is the Controller of Personal Data.

2.2 Processing. ARINC shall Process the Personal Data to perform the Services and in accordance with Customer's documented instructions, which such instructions may be present in the Service Agreement. If the Service Agreement involves collection or Processing of Personal Data from individuals in California, then the Parties agree that ARINC is a "Service Provider", as such term is defined in the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et. seq. and implementing regulations (the "CCPA"), and will neither sell, nor exchange for anything of value, Personal Data.

2.3 Confidentiality. ARINC shall maintain the confidentiality of any such Personal Data and shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Personal Data, ensuring in each case that access is limited to those individuals who need to access the relevant Personal Data, for the purposes necessary to perform the Services hereunder.

2.4 Technical and Organization Measures. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, ARINC shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

2.5 Subprocessors. ARINC may engage the services of Subprocessors to perform the Services, and in doing so: (i) will execute written agreements with its Subprocessors binding them to terms no less rigorous than those set forth herein; and (ii) agrees to be responsible for the Subprocessors obligations. The Customer hereby agrees that ARINC's compliance with the foregoing requirement shall suffice as Customer's authorized approval of ARINC's selected Subprocessors. Upon request, ARINC shall make available to Customer a list of Subprocessors that ARINC subcontracts with in the Processing of Personal Data. In the event that the Customer sends notification to ARINC setting forth its reasons for disapproving any of the listed Subprocessors, Customer reserves the right to terminate the Services effective upon thirty (30) days to the extent that ARINC is unable or unwilling to substitute an alternate Subprocessor.

2.6 Data Subject Requests. ARINC shall notify Customer if ARINC receives a request from a Data Subject exercising his/her data subject rights under applicable Data Protection Laws and ARINC shall cooperate with Customer in

responding to such request. ARINC shall not respond to any Data Subject request unless required by applicable law.

2.7 Notification of Data Breach. To the extent that ARINC experiences a Personal Data Breach with respect to the Personal Data ARINC Processes as part of its performance of the Services, ARINC will notify Customer promptly upon becoming aware of such Personal Data Breach, to the extent required under applicable law. ARINC will mitigate, to the extent practicable, any harmful effect of such Personal Data Breach.

2.8 Cooperation. ARINC will provide reasonable assistance to Customer with its protection impact assessments and/or with any prior consultations to any supervisory authority, to the extent required by applicable law, in each case solely in relation to Processing of Personal Data by ARINC on behalf of Customer and as such Processing relates to the Services.

2.9 Destruction of Personal Data. Unless as otherwise instructed by the Customer or as required by applicable law, ARINC shall, after the end of the provision of Services, either (at the choice of Customer and as operationally feasible): (i) return a complete copy of all Personal Data to the Customer by secure file transfer and securely wipe all other copies of Personal Data Processed by ARINC or its Subprocessors; or (ii) securely wipe all copies of Personal Data Processed by ARINC or any of its Subprocessors.

2.10 Data Analytics. In connection with the provision of the Services hereunder, ARINC may use Pseudonymous Data for data analytics to improve the Services, which Customer hereby authorizes ARINC to use in accordance with carrying out its obligations under the Service Agreement. Subject to the ARINC's compliance with the terms set forth herein, ARINC may engage third parties to assist in any such data analytics of Pseudonymous Data.

2.11 Demonstrated Compliance. Upon prior written notice by the Customer, ARINC shall make available to the Customer all information necessary to demonstrate compliance with the terms set forth in this DPA including the verification of the procedures for the technical and organizational requirements of data protection and information security. ARINC shall promptly notify the Customer if, in the ARINC's opinion, the Customer's Processing instructions are in violation of Data Protection Laws.

2.12 Transfers of Personal Data.

2.12.1 Given the nature of the Services, it is possible that Personal Data may be transferred to other countries and/or Governmental Agencies that may not have the same Data Protection Laws as the country of original collection. Such transfer of Personal Data to third countries is necessary for the performance of contractual services for the Data Subject. Thus, for the purposes of establishing the appropriate safeguards in accordance with Data Protection



Laws, the Parties hereby agree that the transfer of Personal Data is legitimized on the basis that such transfer is necessary for the performance of a contract for the Data Subject. This DPA constitutes Customer's instructions and agreement with respect to such transfers.

2.12.2 If the Service Agreement involves the cross-border transfer of Personal Data from any country in the European Economic Area or Switzerland (collectively, "EEA/CH") to outside the EEA/CH, then the Customer and ARINC agree that the terms of the Model Contract Clauses (also called the Standard Contractual Clauses) adopted by the European Commission in Decision 2010/87/EU (hereinafter the "Processor Model Clauses" or the "Model Clauses") are incorporated by reference as if set forth herein. To the extent the EU Model Clauses are applicable to the Services, the details of the Processing shall be set forth in Exhibit 1 "Appendix 1 to the Model Contract Clauses," which if attached shall be made a part hereof. If any of the terms of the Model Clauses conflict with any terms the Service Agreement, the Model Clauses shall prevail.

### 3. CUSTOMER OBLIGATIONS

3.1 Customer shall be solely responsible for and shall ensure it complies with the Data Protection Laws in the jurisdiction(s) it operates including, without limitation, the below requirements:

3.1.1 ensure that it has the legal right to provide ARINC with the Personal Data to perform the Processing contemplated by the Service Agreement and this DPA in accordance with the Data Protection Laws;

3.1.2 ensure that all Customer instructions to ARINC regarding the Personal Data shall at all times be in accordance with Data Protection Laws;

3.1.3 notify or otherwise gain the approval of any regulatory body to the data transfer arrangements anticipated in this DPA; and

3.1.4 notify or otherwise obtain the consent of the Data Subject (unless other lawful mechanisms for transfer apply) for the Processing of the Personal Data under the Agreement.

3.2 If any applicable law requires a Data Subject to receive notice of or to provide consent to the Processing and/or transfer of his/her Personal Data, Customer shall ensure such notice is provided to and/or such consent is obtained from the applicable Data Subjects.

3.3 Customer acknowledges and agrees that ARINC may store and Process Personal Data in the United States or any other country in which ARINC or any of its subcontractors maintain facilities, subject to compliance with the Data Protection Laws.

*IMS DPA- Global Airports (2-7-20)*

### 4. SCOPE MODIFICATIONS.

4.1 In the event that changes in Data Protection Laws require modifications to the Services, the Parties shall use commercially reasonable efforts to comply with such requirements. If such changes in Data Protection Laws require structural changes to the Services such that the provision of the Services would otherwise be in breach of such Data Protection Laws unless such changes are performed, the Parties will discuss in good faith ARINC's ability to comply and will negotiate and revise the Services accordingly.

4.2 In the event that ARINC's compliance with Data Protection Laws requires the imposition of certain additional contractual obligations under this DPA, ARINC shall notify the Customer and both Parties shall in good faith seek to amend this DPA in order to address the requirements under Data Protection Laws.

4.3 In the event that ARINC considers in good faith that it is unable to comply with the required changes to the Services or in the event the affected Parties fail to reach agreement on an amendment to this DPA, ARINC shall notify without undue delay Customer and ARINC may terminate the Service Agreement and/or this DPA on no less than thirty (30) days' prior written notice.

### 5. LIABILITY

The liability of each Party under this DPA shall be subject to the exclusions and limitations of liability set out in the Service Agreement. Any reference to any "limitation of liability" of a Party in the Service Agreement shall be interpreted to mean the aggregate liability of a Party and all of its Affiliates under the Service Agreement and this DPA.

### 6. MISCELLANEOUS

6.1 Term. Unless as required by Data Protection Laws, this DPA shall cease to have any further effect upon, whichever is last to occur (i) the completion of the Services; or, (ii) to the extent applicable, the termination or expiration of the Service Agreement between ARINC and the Customer for the provision of the Services.

6.2 Amendments; Entire Agreement. The terms set forth in this DPA are the complete and exclusive statement of the agreement between the Parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to the subject matter set forth herein.

6.3 Severability. If any provision of this DPA shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this DPA.



6.4 No Third Party Beneficiaries. Except with respect to the Data Subject rights set forth in the applicable Data Protection Laws, nothing in this DPA shall confer any benefits or rights on any person or entity other than the Parties to this DPA.

6.5 Precedence. In the event of any conflict between the provisions of the Service Agreement and the provisions of this

DPA, and in relation to the subject matter of this DPA, the provisions of this DPA shall take precedence.

6.6 Headings. The headings in this DPA are for reference only and shall not affect the interpretation of this DPA.