

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-09P-03395
ADDRESS OF PREMISES: San Francisco International Airport San Francisco, CA 94128	PDN Number: N/A

THIS AMENDMENT is made and entered into between:

City and County of San Francisco, acting by and through its Airport Commission, c/o the Airport Director,
San Francisco International Airport, organized and existing under the laws of the State of California

whose address is: Airport Commission-San Francisco International Airport
 Administrative Offices
 Building 100 – International Terminal
 P.O. Box 8097
 San Francisco, CA 94128

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

This Lease Amendment contains 7 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: _____
Entity: _____
Date: _____

Signature: _____
Name: Pedro Zepeda
Title: Lease Contracting Officer
 GSA, Public Buildings Service
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM FOR THE LESSOR:

By: _____
Name: _____
Title: _____
Date: _____

WHEREAS, the parties hereto desire to amend the Lease to extend the lease term of the lease for 36 months firm, increase the annual rent, and add “Additional FAR and GSAR Clauses for Lease Extensions”.

Now, therefore, the parties for the consideration hereinafter mentioned agree that the Lease is amended, **effective upon execution by the Government** as follows:

- A. **Revised Lease Term; Extended Term.** The term of the Lease is currently scheduled to expire on January 3, 2025 (“Lease Expiration Date”). The term of the lease is extended to January 3, 2028 (“Revised Lease Expiration Date”) and, unless terminated earlier under the terms of this Lease, will expire on the Revised Lease Expiration Date. The period of time beginning on the day following the Lease Expiration Date and continuing through the Revised Lease Expiration is the “Extended Term.”
- B. The Government shall pay the Lessor annual rent during the Extension Term, payable in monthly installments in arrears, at the following rates:

Rent Type	Effective 1/4/2025 – 1/3/2028	
	Annual Rent	Annual Rate/RSF
Shell Rent	\$922,148.52	\$384.87
Operating Rent	\$39,869.44	\$16.64
Total Rent	\$962,017.96	\$401.51

C. The clauses contained in the attachment “Additional FAR and GSAR Clauses for Lease Extensions” are hereby attached to and incorporated into the Lease

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- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in [44 U.S.C. 3552](#), means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

- (1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

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- (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSCA orders apply.
 - (ii) For all other solicitations and contracts DHS FASCSCA orders apply.
- (2) The Contractor shall search for the phrase “FASCSCA order” in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSCA orders identified in paragraph (b)(1).
- (3) The Government may identify in the solicitation additional FASCSCA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
- (4) A FASCSCA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR [4.2304\(c\)](#)). However, see paragraph (c) of this clause.
- (5)
- (i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSCA order being applied through modification, then the Contractor shall disclose the following:
 - (A) Name of the product or service provided to the Government;
 - (B) Name of the covered article or source subject to a FASCSCA order;
 - (C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
 - (D) Brand;
 - (E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
 - (F) Item description;
 - (G) Reason why the applicable covered article or the product or service is being provided or used;
 - (ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSCA order and to instead pursue other appropriate action.

(c) Notice and reporting requirement.

- (1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSCA order(s), or for products or services produced by a source subject to FASCSCA order(s) not currently identified under paragraph (b) of this clause.
- (2) If the Contractor identifies a new FASCSCA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSCA order(s) was provided to the Government or used during contract performance.

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- (3)
- (i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
 - (ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:
 - (A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.
 - (B) For all other contracting offices, the Contractor shall report to the Contracting Officer.
- (4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:
- (i) Within 3 business days from the date of such identification or notification:
 - (A) Contract number;
 - (B) Order number(s), if applicable;
 - (C) Name of the product or service provided to the Government or used during performance of the contract;
 - (D) Name of the covered article or source subject to a FASCSA order;
 - (E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
 - (F) Brand;
 - (G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
 - (H) Item description; and
 - (I) Any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
 - (A) Any further available information about mitigation actions undertaken or recommended.
 - (B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to

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prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.*

- (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
- (2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

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