AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CO	DE	PAGE C	DF PAGES
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE	REQUISITION NUMBER	5. PROJECT	NUMBER	(If applicable)
PS0001	01/31/2020			3		
6. ISSUED BY CODE	01/01/2020	7. ADMINISTERED BY (III	other than Item 6)	CODE		
U.S. General Services Administration PBS/Office of Facility Management/ Energy 1800 F Street, NW, Room 5118 Washington DC 20405	Division (PMA)	See Block 6	,			
8. NAME AND ADDRESS OF CONTRACTOR (Number, street	et, county, State and ZIP Cod	de)	(X) 9A. AMENDMEN	T OF SOLICI	TATION NU	MBER
Washington Gas Light Co 1000 Maine Ave SW Washington, DC 20024-3494		9B. DATED (SEE	E ITEM 11)			
			10A. MODIFICAT GS-00P-16-I 10B. DATED (SE	BSD-1206		DER NUMBE R
	CILITY CODE		03/20/2016			
11. THIS ITEN	ONLY APPLIES TO	AMENDMENTS OF S	OLICITATIONS			
	cludes a reference to the solicity of OFFERS PRIOR TO eady submitted, such change nendment, and is received produced by the solicity of the so	icitation and amendment num THE HOUR AND DATE SPE The may be made by letter or election to the opening hour and description of the opening	bers. FAILURE OF YOU CIFIED MAY RESULT I ctronic communication, ate specified. TRACTS/ORDER: RIBED IN ITEM 14 ITH IN ITEM 14 ARE MA (E CHANGES (such as 03(b).	JR ACKNOWL N REJECTION provided each	EDGMENT NOF YOUR letter or ele	TO BE OFFER. If ectronic
E. IMPORTANT: Contractor is not is not	s required to sign this o	document and return	1 copies	s to the issu	uing office	 ∋.
Please see attached Except as provided herein, all terms and conditions of the doc 15A. NAME AND TITLE OF SIGNER (Type or print) Karen Hardwick, General Counsel	cument referenced in Item 9A	or 10A, as heretofore change 16A. NAME AND TITLE OF Tannis Taylor Contracting Officer	ed, remains unchanged CONTRACTING OFFIC	and in full forc	orint)	
15B CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF A			16C. DA	ATE SIGNED
(Signature of person authorized to sign)	(Signature	of Contracting Officer)				

INSTRUCTIONS (Back Page):

Instructions for items other than those that are self-explanatory, are as follows:

- (a) <u>Item 1 (Contract ID Code)</u>. Insert the contract type identification code that appears in the title block of the contract being modified.
- (b) Item 3 (Effective date).
 - (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
 - (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
 - (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
 - (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
 - (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.
- (c) <u>Item 6 (Issued By)</u>. Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.
- (d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.
- (e) Items 9, (Amendment of Solicitation Number Dated), and 10, (Modification of Contract/Order Number Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.
- (f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1)	Accounting classific	ation	
	Net increase	\$	

(2)	Accounting classification	
	Net decrease	\$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

- (g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)
- (h) Item 14 (Description of Amendment/Modification).
 - Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.
 - (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:
 - (i) Total contract price increased by \$
 - (ii) Total contract price decreased by \$
 - (iii) Total contract price unchanged.
 - (3) State reason for modification.
 - (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
 - (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --
 - (i) A reference to the letter determination; and
 - (ii) A statement of the net amount determined to be due in settlement of the contract.
 - (6) Include subject matter or short title of solicitation/contract where feasible.
- (i) <u>Item 16B</u>. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

SF30, Block 14 (Continued) Implementation of NDAA Section 889

SF 30, block 14:

1. This task order is hereby modified to include the following clause:

FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

(a) Definitions. As used in this clause—

"Covered foreign country" means The People's Republic of China.

"Covered telecommunications equipment or services" means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Critical technology" means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;

- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

- (b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.
 - (c) Exceptions. This clause does not prohibit contractors from providing—
- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (d) Reporting requirement.

(1)In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause
- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

2. All other terms and conditions remain unchanged.