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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | | PAGE OF PAGES 1 7 | |
| 2. AMENDMENT/MODIFICATION NUMBER P00001 | | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NUMBER | | 5. PROJECT NUMBER (If applicable) | |
| 6. ISSUED BY CODE DEFENSE LOGISTICS AGENCY ENERGY 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 BUYER/SYMBOL – Timothy Stark, DLA Energy-FEEBA Email – Timothy.1.Stark@dla.mil/Phone: (571) 767-1448 | | 7. ADMINISTERED BY (If other than Item 6) CODE SP0600 | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) OKLAHOMA CITY WATER UTILITIES TRUST 420 W MAIN ST STE 500 OKLAHOMA CITY, OK, 73102-4406 CAGE CODE: 5DGZ0 DUNS: 829689587 | | | <input checked="" type="checkbox"/> | 9A. AMENDMENT OF SOLICITATION NUMBER | | |
| | | | <input type="checkbox"/> | 9B. DATED (SEE ITEM 11) | | |
| | | | <input checked="" type="checkbox"/> | 10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP0600-20-C-8331 | | |
| | | | <input type="checkbox"/> | 10B. DATED (SEE ITEM 13) August 25, 2020 | | |
| CODE | | FACILITY CODE | | | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Section G, Accounting and Appropriation Data

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

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|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: FAR 52.243-1(a)(1), <i>Changes – Fixed Price (Alternate 1)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A. |
| <input type="checkbox"/> | |
| <input type="checkbox"/> | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority) Unilateral IAW FAR § 1.108(d)(3), Application of FAR changes to solicitations and contracts. |

E. IMPORTANT: Contractor is not is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

**Tinker Air Force Base, OK – Utility Services Contract
Water and Wastewater Systems
See Additional Pages for Further Details.**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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|---------------------------------------------------|------------------|------------------------------------------------------------------------------------------------------------|----------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CARL SILVERSTONE, CONTRACTING OFFICER | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED May 26, 2021 |
| _____ (Signature of person authorized to sign) | | _____ (Signature of Contracting Officer) | |

A. The purpose of this modification is to add DFARS clause 252.204-7020, *NIST SP 800-171 DoD Assessment Requirements*, in accordance with FAR § 1.108(d)(3) and as prescribed in DFARS § 204.7304, *Solicitation provisions and contract clauses*. Accordingly, the contract is modified as follows:

B. SECTION I – CONTRACT CLAUSES

Section I.6, *Other Clauses*, is revised to add DFARS 252.204-7020, in full text, as follows:

DFARS 252.204-7020 NIST SP 800-171 DoD Assessment Requirements.

NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020)

(a) *Definitions.*

Basic Assessment means a contractor's self-assessment of the contractor's implementation of NIST SP 800-171 that—

- (1) Is based on the Contractor's review of their system security plan(s) associated with covered contractor information system(s);
- (2) Is conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology; and
- (3) Results in a confidence level of “Low” in the resulting score, because it is a self-generated score.

Covered contractor information system has the meaning given in the clause 252.204-7012, *Safeguarding Covered Defense Information and Cyber Incident Reporting*, of this contract.

High Assessment means an assessment that is conducted by Government personnel using NIST SP 800-171A, *Assessing Security Requirements for Controlled Unclassified Information* that—

- (1) Consists of—
 - (i) A review of a contractor's Basic Assessment;
 - (ii) A thorough document review;
 - (iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's system security plan; and
 - (iv) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of “High” in the resulting score.

Medium Assessment means an assessment conducted by the Government that—

(1) Consists of—

- (i) A review of a contractor's Basic Assessment;
- (ii) A thorough document review; and
- (iii) Discussions with the contractor to obtain additional information or clarification, as needed; and

(2) Results in a confidence level of “Medium” in the resulting score.

(b) *Applicability.* This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) *Requirements.* The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology at https://www.acq.osd.mil/dpap/pdi/cyber/strategically__assessing__contractor__implementation__of__NIST__SP__800-171.html, if necessary.

(d) *Procedures.* Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to webptsmh@navy.mil for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (*e.g.*, Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (*e.g.*, 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (*i.e.*, a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

| System Security Plan | CAGE codes supported by this plan | Brief description of the plan architecture | Date of Assessment | Total Score | Date score of 110 will be achieved |
|-----------------------------|------------------------------------------|---------------------------------------------------|---------------------------|--------------------|-------------------------------------------|
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(2) *Medium and High Assessments.* DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

(i) The standard assessed (*e.g.*, NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, *e.g.*, DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.

(iv) A brief description of the system security plan architecture, if more than one system security plan exists.

(v) Date and level of the assessment, *i.e.*, medium or high.

(vi) Summary level score (*e.g.*, 105 out of 110, not the individual value assigned for each requirement).

(vii) Date that all requirements are expected to be implemented (*i.e.*, a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(e) *Rebuttals.*

(1) DoD will provide Medium and High Assessment summary level scores to the Contractor and offer the opportunity for rebuttal and adjudication of assessment summary level scores prior to posting the summary level scores to SPRS (see SPRS User's Guide https://www.sprs.csd.disa.mil/pdf/SPRS__Awardee.pdf).

(2) Upon completion of each assessment, the contractor has 14 business days to provide additional information to demonstrate that they meet any security requirements not observed by the assessment team or to rebut the findings that may be of question.

(f) *Accessibility.*

(1) Assessment summary level scores posted in SPRS are available to DoD personnel, and are protected, in accordance with the standards set forth in DoD Instruction 5000.79, Defense-wide Sharing and Use of Supplier and Product Performance Information (PI).

(2) Authorized representatives of the Contractor for which the assessment was conducted may access SPRS to view their own summary level scores, in accordance with the SPRS Software User's Guide for Awardees/Contractors available at https://www.sprs.csd.disa.mil/pdf/SPRS__Awardee.pdf.

(3) A High NIST SP 800-171 DoD Assessment may result in documentation in addition to that listed in this clause. DoD will retain and protect any such documentation as "Controlled Unclassified Information (CUI)" and intended for internal DoD use only. The information will be protected against unauthorized use and release, including through the exercise of applicable exemptions under the Freedom of Information Act (e.g., Exemption 4 covers trade secrets and commercial or financial information obtained from a contractor that is privileged or confidential).

(g) *Subcontracts.*

(1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).

(2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in https://www.acq.osd.mil/dpap/pdi/cyber/strategically_assessing_contractor_implementation_of_NIST_SP_800-171.html, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.

(3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (i.e., not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic

Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to *webptsmh@navy.mil* for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)

C. OBLIGATION VALUE

The total amount obligated on this contract is unchanged at \$6,365,884.00.

D. CONTRACT VALUE

The total estimated contract value is unchanged at \$617,452,596.00.

E. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification

APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water Utilities Trust this 30TH day of JULY, 2024.

ATTEST:

Amy K. Simpson
SECRETARY



Joe Cook

APPROVED by the Council and signed by the Mayor of The City of Oklahoma City this 30TH day of JULY, 2024.

ATTEST:

Amy K. Simpson
CITY CLERK



David Holt

REVIEWED for form and legality.

Frank Yuan
ASSISTANT MUNICIPAL COUNSELOR