

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 6 PAGES
2. AMENDMENT/MODIFICATION NUMBER P00011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)	
6. ISSUED BY Defense Logistics Agency (Lorton) DLA Energy-FEE (Utility Services Division) 8725 JOHN J. KINGMAN ROAD FT. BELVOIR, VA 22060-6222 BUYER/SYMBOL: Francesca Turzi/DLA Energy-FEEBB EMAIL: francesca.turzi@dla.mil/Phone (571) 767- 0753 P.P.8.2	CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343 UEI: LE2BL71N8LQ3 CAGE CODE: 316V9 CODE FACILITY CODE		(X)	9A. AMENDMENT OF SOLICITATION NUMBER	
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
		(X)	10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP0600-23-C-8354	
			10B. DATED (SEE ITEM 13) May 31, 2023	

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.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) 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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (1995)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

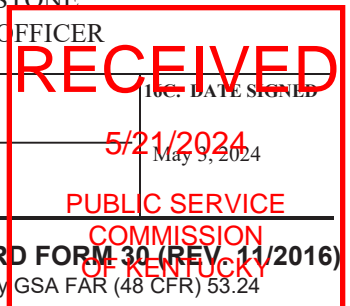
E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

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

**Fort Knox, KY Utility Privatization Contract
Wastewater/Stormwater System**
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.

15A. NAME AND TITLE OF SIGNER (Type or print) JUSTIN METZ GENERAL MANAGER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CARL SILVERSTONE CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR Justin Metz <small>Digitally signed by Justin Metz DN: cn=Justin Metz, o=Hardin County Water District No.1, ou=Operations, email=jmetz@hwd.com, c=US Date: 2024.05.03 12:07:05 -0400</small> (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 5/21/2024 May 21, 2024



A. The purpose of this modification is as follows:

1. Revise Section G of the contract in its entirety

B. Section G is changed as follows:

SECTION G

Contract Administration Data

G.1 DFARS 252.201-7000: Contracting Officer's Representative (Dec 1991)

(a) *Definition.* “*Contracting Officer's Representative*” means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a Contracting Officer’s Representative, the Contractor will receive a copy of the written designation. It will specify the extent of the Contracting Officer’s Representative’s authority to act on behalf of the contracting officer. The Contracting Officer’s Representative is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

G.2 Submission and Payment of Invoices

The Government will pay the Contractor for utility services in accordance with the CLIN items in Schedule B-2, and Section B, *Supplies or Services and Prices*

The Contractor shall submit monthly invoices electronically using the Wide Area Workflow (WAWF) system in accordance with DFARS clause, 252.232-7003, *Electronic Submission of Payment Requests and Receiving Reports*. The WAWF system is located at the following internet website: <https://piee.eb.mil/piece-landing/>. Failure to submit invoices in WAWF may result in delay of payment.

The Contractor shall prepare and submit the electronic invoice for payment by the 25th of each month for the previous month’s billing period.

G.3 DFARS 252.232-7006: Wide Area Workflow Payment Instructions (Jan 2023)

(a) *Definitions.* As used in this clause—

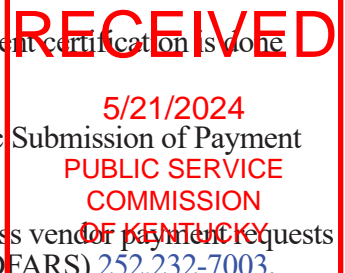
“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at [252.232-7003](#), *Electronic Submission of Payment Requests and Receiving Reports*.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) [252.232-7003](#).



Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice 2 in 1

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0105
Issue By DoDAAC	SP0600
Admin DoDAAC	SP0600
Inspect By DoDAAC	N/A
Ship To Code	N/A



Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	W22PES
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

F. (5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(2) Contact the WAWF helpdesk at 866-618-5988 if assistance is needed.

(End of clause)

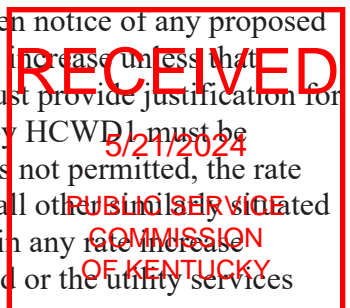
G.4 Price Adjustments

Price adjustments resulting from changed service requirements, at the request of either party to this contract and with reasonable cause, may be negotiated, at any time, in accordance with the Changes clause, if applicable. Price adjustments for noncompliance with accounting procedures shall be in accordance with Section G.5.1.

Any changes to charges, terms, or conditions as a result of negotiations shall be made part of this contract by the issuance of a bilateral contract modification. The failure of the parties to agree upon any change after a reasonable period of time shall be a dispute under the Disputes clause as defined in Section I.

Price adjustments are established using Tariffs. The process for these tariffs are enforced under the provisions of the Kentucky Law found in 807 KAR 5:011- Tariffs. The process of approving the tariffs involve three different parties, Hardin County Water District #1 (HCWD1), the Kentucky Public Service Commission (PSC), and the Government. For a rate change to take place, HCWD1 and the Government shall come to an agreement on a rate change and sign a contract as a written agreement. Once signed, HCWD1 shall submit the proposed rate and the signed contract to the PSC for approval. Once submitted, the PSC has 30 days to either accept or reject the contract as submitted, including the proposed tariff rates. The PSC shall not unilaterally change any of the terms of the signed contract.

When submitting rates, HCWD1 must give the government at least 30 days advance written notice of any proposed rate increase being submitted to the PSC for approval. The PSC will not approve any rate increase unless that proposed rate is based on actual cost of providing the utility service therefore HCWD1 must provide justification for why the cost of providing services to the government has increased. All rates submitted by HCWD1 must be determined fair, just and reasonable by the PSC. Discrimination against the government is not permitted, the rate charged by the district to the government must be the same rate charged by the district to all other rate-increased customers. If needed, the government has the automatic right to intervene and participate in any rate increase application filed by HCWD1. If the government has any complaints over the rates charged or the utility services



provided by the District, the PSC has both an informal and formal procedures in place for resolving such complaints.

HCWD1 must furnish the government adequate efficient and reasonable utility services, this includes providing connections and projects requested by the Government. If HCWD1 refuses to make any reasonable extension of service request made by the Government, then the PSC may require HCWD1 to make the requested extension. Before undertaking a major capital construction project (with exception of the compliance construction referred to in the proposal) HCWD1 must obtain the approval of the PSC to continue. HCWD1 must demonstrate the need for the project before the PSC will authorize any construction. The government also has the automatic right to intervene in any proceeding before the PSC, including any request made by HCWD1 to undertake a major construction project. HCWD1 cannot charge the government any fees for making service taps or service connections or providing any other services to the government unless those fees have been approved in advance by the PSC and are set forth in the district's published tariff on file with the PSC. HCWD1 cannot increase its fees for making service taps or service connections and cannot increase any other special charges or miscellaneous fees without obtaining the prior approval of the PSC. To obtain PSC approval, HCWD1 must demonstrate that the actual cost of providing these services has increased.

G.5 Accounting Procedures

The Contractor shall maintain records of all costs and payments associated with the provision of utility service(s) to the Installation using the National Association of Regulatory Utility Commissioners (NARUC) Uniform System of Accounts (USOA), Federal Energy Regulatory Commission (FERC) USOA, the Rural Utility Service (RUS) USOA, or the American Water Works Association (AWWA) USOA, or an alternative USOA acceptable to the Government. The USOA may be supplemented by the Contractor's standard accounting procedures and generally recognized accounting practices and principles, as long as such supplemental procedures and practices are consistent with the NARUC (or an accepted alternative) USOA. The standard utilized must be consistent with the Contractor's written and established practices for measuring, assigning, and allocating costs.

G.5.1 Price Adjustment for Noncompliance with Accounting Procedures

The Government shall be entitled to a price adjustment if it finds that the contract price was adjusted as a result of the use of noncompliant or inconsistent accounting practices. The amount of the adjustment shall be the difference between the contract price that was negotiated and the price that would have been negotiated had the Contractor used compliant and established accounting practices that were in accordance with FERC, NARUC, RUS, AWWA, or other accepted alternative USOA, and were consistent with the Contractor's written and established practices. In such cases, the Government shall be entitled to a credit or cash recovery, at the Government's option, for the amount of the increased price plus interest. The interest rate shall be computed from the date of the payment by the Government until the date of repayment by the Contractor. The interest rate shall be the rate specified at 26 U.S.C. § 6621(a)(2).

G.6 Accounting and Appropriation Data

Summary for the Payment Office

AA: 02120232023 2020000 A60TE 131079QUTS 2540 0011973217 S.0070014.22.6 021001
AMOUNT: \$828,365.07

AB: 02120242024 2020000 A60TE 131079QUTS 2540 0012025024 S.0070014.22.6 021001
AMOUNT: \$2,485,095.21

AC: 02120242024 2020000 A60TE 131079QUTS 2540 0012100442 S.0070014.22.6 021001
AMOUNT: \$552,243.38

ACRN

CLIN

AMOUNT



AA	1901	\$707,458.32
	1902	\$119,448.00
	1903	\$1,458.75
AB	1904	\$2,122,374.96
	1905	\$358,344.00
	1906	\$4,376.25
AC	2001	\$471,638.88
	2002	\$79,632.00
	2003	\$972.50

C. The total obligation value remains the same at \$75,866,060.57.

D. The total estimated contract value remains the same at \$79,826,008.06.

E. All other Terms and Conditions of this contract remain unchanged and in full force and effect.

END OF MODIFICATION

RECEIVED

5/21/2024

PUBLIC SERVICE
COMMISSION
OF KENTUCKY