PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Agenda ID# 24517

ENERGY DIVISION **RESOLUTION E-5422**

October 8, 2026

R E S O L U T I O N

Resolution E-5422. San Diego Gas & Electric Company (SDG&E) requests approval for a new Navy Master Utility Services Contract (Contract) with the Navy's Naval Facilities Engineering Command, Southwest (NAVFAC Southwest)

PROPOSED OUTCOME:

- This Resolution grants the request to create a new Navy Master Utility Services Contract with NAVFAC Southwest.

SAFETY CONSIDERATIONS:

- Utilities are expected to comply with all federal and state safety regulations, including Public Utilities Code Section 451.

ESTIMATED COST:

- SDG&E is expected to recover all costs through rates.

By Advice Letter (AL) 4508-E/3338-G (Tier 3) submitted on September 13, 2024 and supplemental documents 4508-E-A/3338-G-A submitted on September 24, 2025

SUMMARY

California Public Utilities Commission (CPUC) approves the new Contract of SDG&E with NAVFAC Southwest (attached as Exhibit A) because this Contract fulfills SDG&E’s obligation to serve, is consistent with federal and state laws, and meets the interests of the parties.

On September 13, 2024, SDG&E requested authorization to create a new Navy Master Utility Services Contract with NAVFAC Southwest.

On September 24, 2025, SDG&E submitted supplemental documents requesting approval for a slightly revised version of the original Contract, although the Contract fundamentals remained the same.

No protests were received.

This Resolution approves SDG&E's request to create a new Navy Master Utility Services Contract with NAVFAC Southwest (attached as Exhibit A) because the Contract fulfills SDG&E's obligation to serve, is consistent with federal and state laws, and meets the interests of the parties.

BACKGROUND

The Navy's Naval Facilities Engineering Command, Southwest (NAVFAC Southwest) provides facilities acquisition, installation engineering/support, and Construction Battalion/contingency engineering services to the Navy, Marine Corps, and other Department of Defense and federal agencies.

NAVFAC Southwest has the authority to enter into a service contract with SDG&E as granted by the General Services Administration (GSA), Federal Acquisition Regulation (FAR) part 41.

SDG&E and the Navy executed a Master Utility Services Contract N62473-24-C-4401 on October 1, 2024, to supersede contract N62473-14-C-0201.

FAR Title 48, part 41.103(b), states that these types of contracts shall have a maximum term of 10 years.

Decision 01-01-046 states that "under Public Utilities Code sections 451, 761, 762, 768 and 770, [utilities] have an obligation to provide full and adequate service to all their customers." This requirement, known as the "obligation to serve," is mandated by state law.

SDG&E submitted AL 4508-E/3338-G under Section 8.2.3 of General Order (GO) 96-B, which allows a utility to provide service to a government agency that deviates from its tariff, but requires notification to the CPUC via prompt Advice Letter submittal.[1]

Energy Industry Rule 5.3 of GO 96-B categorizes advice letters requesting services to a government agency pursuant to General Rule 8.2.3 as Tier 3.

SDG&E then submitted a supplemental AL for a newer supplement version of the Contract which includes updated contract number, pricing, effective dates, and a batch of federal regulatory clauses. Exhibit B contains four tables detailing these updates.

NOTICE

Notice of AL 4508-E/3338-G and the supplemental documents was made by publication in the Commission's Daily Calendar. SDG&E states that a copy of the Advice Letter and supplemental documents were mailed and distributed in accordance with Section 4 of General Order 96-B.

PROTESTS

Advice Letters AL 4508-E/3338-G and the supplemental documents were not protested.

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[1] 8.2.3 Emergency Service; Service to Government Agencies

> At all times, a utility other than a telephone corporation may provide service (other than resale service) to a government agency for free, or at reduced rates and charges, or under terms and conditions otherwise deviating from its tariffs then in effect. The utility may begin such service without prior Commission approval, but the utility shall promptly submit an advice letter to the appropriate Industry Division to notify the Commission of the utility's provision of such service and of the rates, charges, terms and conditions under which the service is provided. Although the advice letter may be effective pending disposition under General Rule 7.5.3, the Commission may determine, in an appropriate proceeding, the reasonableness of such service.
>
> For purposes of this General Rule 8.2.3, "government agency" means the United States and its departments, Indian tribes recognized by the United States or the State of California, the State of California and its political subdivisions and municipal corporations, including the departments thereof, and public fairs and celebrations.

DISCUSSION

This updated Contract fulfills SDG&E's obligation to serve, consistent with federal and state laws, and meets the interests of the parties.

Energy Division has reviewed the updated Contract between SDG&E and NAVFAC Southwest. This updated Contract fulfills SDG&E's obligation to serve, meets the interests of both parties, and complies with federal and state laws. It addresses rates, payments, services, equipment and facilities, land rights, liabilities, and energy conservation in accordance with SDG&E's tariffs and Commission rules and regulations. Therefore, Energy Division staff recommends approving this updated Contract.

COMMENTS

This is an uncontested matter in which the resolution grants the relief requested. Accordingly, pursuant to Pub. Util. Code § 311(g)(2), the otherwise applicable 30-day period for public review and comment is waived.

FINDINGS

1. SDG&E requests to create a new Navy Master Utility Services Contract with NAVFAC Southwest.
2. Decision 01-01-046 states that "under Public Utilities Code sections 451, 761, 762, 768 and 770, [utilities] have an obligation to provide full and adequate service to all their customers."
3. SDG&E served all required parties in accordance with General Order 96-B, Section IV.
4. Protests to Advice Letters (AL) 4508-E/3338-G and the supplemental documents were due no later than October 3, 2024 and October 14, 2025, respectively. No protests were received.
5. Pursuant to Pub. Util. Code § 311(g)(2) and Rule 14.6(c)(2), the 30-day comment period for Draft Resolutions is waived.
6. NAVFAC Southwest has the authority to enter into a service contract with SDG&E as granted by the General Services Administration (GSA), Federal Acquisition Regulation (FAR) part 41.
7. SDG&E and the Navy executed a Master Utility Services Contract N62473-24-C-4401 on October 1, 2024, to supersede contract N62473-14-C-0201.

8. FAR Title 48, part 41.103(b), states that these types of contracts shall have a maximum term of 10 years.
9. The Contract serves the interests of both parties and complies with federal and state regulations.

THEREFORE, IT IS ORDERED THAT:

1. The request of San Diego Gas & Electric Company (SDG&E) to create a new Navy Master Utility Services Contract as requested in Advice Letter AL 4508-E-A/3338-G-A is approved.

This Resolution is effective today.

Commissioner Signature blocks to be added upon adoption of the resolution

The foregoing resolution was duly introduced, passed and adopted at a conference of the Public Utilities Commission of the State of California held on October 8, 2026; the following Commissioners voting favorably thereon:

Dated October 8, 2026, at Sacramento, California

Exhibit A

(Contract)

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ▶ RATING

PAGE 1 OF PAGES 31

2. CONTRACT *(Proc. Inst. Ident.)* NO.
N6247325C0001

3. EFFECTIVE DATE
8/28/2025

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

5. ISSUED BY CODE N62473
NAVFACSYSCOM SOUTHWEST
750 PACIFIC HIGHWAY
SAN DIEGO CA 92132-0001
SAN DIEGO, CA 92132-0001
United States
MONICA HERNANDEZ, Contracting Officer, Telephone: 619-705-4936 Email: monica.hernandez1.civ@us.navy.mil
ELIA RAM, Contract Specialist, Telephone: 6197054945 Email: elia.ram.civ@us.navy.mil

6. ADMINISTERED BY *(If other than Item 5)* CODE

7. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*
SAN DIEGO GAS & ELECTRIC COMPANY
Joe Pierzina
8330 CENTURY PARK COURT
SAN DIEGO, CA 92123-1530
USA
Joe Pierzina, San Diego, Telephone: 6196765942 Email: jpierzina@sdge.com

CODE 9EX14 FACILITY CODE

8. DELIVERY
☐ FOB ORIGIN ☒ OTHER *(See below)*

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES *(4 copies unless otherwise specified)* TO THE ADDRESS SHOWN IN ▶ ITEM 12

11. SHIP TO/MARK FOR CODE
SEE SECTION F

12. PAYMENT WILL BE MADE BY CODE N68732
DEFENSE FINANCE AND ACCOUNTING SERV
CLEVELAND-NORFOLK ACCOUNTS PAYABLE
P O BOX 998022
CLEVELAND, OH 44199-8022
United States

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 3304(a)( )

14. ACCOUNTING AND APPROPRIATION DATA
SEE SECTION G

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SECTION B				

15G. TOTAL AMOUNT OF CONTRACT ▶ $ $10,500,000.00

16. TABLE OF CONTENTS

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return 1 copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. *(Attachments are listed herein.)*

18. ☐ SEALED-BID AWARD *(Contractor is not required to sign this document.)* Your bid on Solicitation Number
including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

19A. NAME AND TITLE OF SIGNER *(Type or Print)*

20A. NAME OF CONTRACTING OFFICER
Nguyen Truong

19B. NAME OF CONTRACTOR
SDG&E
BY ______________________
(Signature of person authorized to sign)

19C. DATE SIGNED
9/12/25

20B. UNITED STATES OF AMERICA
BY Nguyen Truong
(Signature of Contracting Officer)

20C. DATE SIGNED
18SEP2025

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Previous edition is NOT usable

STANDARD FORM 26 (REV. 3/2013)
Prescribed by GSA - FAR (48 CFR) 53.214(a)

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1 OF 31 PAGES

2. CONTRACT *(Proc. Inst. Ident.)* **NO.** N6247325C0001

3. EFFECTIVE DATE 9/18/2025

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

5. ISSUED BY CODE N62473

NAVFACSYSCOM SOUTHWEST
750 PACIFIC HIGHWAY
SAN DIEGO CA 92132-0001
SAN DIEGO, CA 92132-0001
United States
MONICA HERNANDEZ, Contracting Officer, Telephone: 619-705-4938 Email: monica.hernandez1.civ@us.navy.mil
ELIA RAM, Contract Specialist, Telephone: 6197054945 Email: elia.ram.civ@us.navy.mil

6. ADMINISTERED BY *(If other than Item 5)* CODE

7. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

SAN DIEGO GAS & ELECTRIC COMPANY
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19A. NAME AND TITLE OF SIGNER *(Type or Print)*

20A. NAME OF CONTRACTING OFFICER

Nguyen Truong

19B. NAME OF CONTRACTOR

BY ______ *(Signature of person authorized to sign)*

19C. DATE SIGNED

20B. UNITED STAT

BY ______ *(Signature of Contracting Officer)*

20C. DATE SIGNED 9/12/2025

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Prescribed by GSA - FAR (48 CFR) 53.214(a)

Section A - Solicitation/Contract Form

Gas and Electric Services

North American Industry Classification System (NAICS): 221122

Section B - Supplies or Services & Prices or Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Gas and Electric Services for 10 years under Authorizations issued pursuant to this CPUC Approved Contract in the franchised service areas to include Navy and Marine Corps Installations in California. The estimated contract price is applicable to Authorizations that are not solely for the provision of gas and electric services, e.g., service connection charges, studies, etc. Product Service Code: S111 Pricing Arrangement: Firm Fixed Price	1	Project	USD 10,500,000.00 Estimated	Firm Price USD 10,500,000.00
000101	Gas and Electric Services				

Section C - Description/Specifications/Statement of Work

C.1 GENERAL REQUIREMENTS

CLIN 0001 Gas and Electrical Services/Accounts at various Navy facilities located in San Diego Gas & Electric Company's (SDG&E or Contractor) franchised areas to include Navy and Marine Corps installations in California.

C.2 PREMISES TO BE SERVED:

Various Navy facilities located in the SDG&E California Public Utilities Commission (CPUC) approved franchised area.

C.3 POINT OF DELIVERY

The point of delivery of gas and electrical services shall be at the Navy's existing gas/electrical service accounts subject to this Contract.

C.4 NATURE OF SERVICE OR CHANGE

Establish gas and electric services account contract with SDG&E for Navy facilities located in SDG&E's franchised area.

C.5 RATE SCHEDULE

Gas and electric rates shall be in accordance with SDG&E's Tariffs.

a. SDG&E Tariff: A complete listing of all SDG&E's Tariffs are available to the Navy electronically at SDG&E's website accessible via the tariff link on the website entitled www.sdge.com/rates-and-regulations.

b. Tariff Application: Subject to the provisions of Section H.20, all utility purchases under this Utility Services Contract, as well as any other actions taken under this Utility Services Contract, shall be in accordance with, and subject to, SDG&E's Tariffs and SDG&E's Terms and Conditions except to the extent they are preempted by Federal law. Throughout the term of the Contract, the Navy shall have full access to SDG&E's currently effective tariffs. In the event SDG&E's Tariffs become inaccessible via the internet or the Navy does not have access to the internet, SDG&E agrees to provide a copy of any newly effective or amended SDG&E's Tariffs in accordance with SDG&E's Tariffs distribution practices, policies and procedures applicable to all customers.

c. Tariff Change: If, during the term of this Utility Services Contract, the CPUC approves a change in rates for Utility Service obtained under an Authorization in effect hereunder, SDG&E agrees to continue to furnish, and the Navy agrees to continue to pay for, those Utility Services at the newly approved rates from and after the date such a rate change is made effective. As provided in Section H.20, modification of any Authorization hereunder is not necessary to implement higher or lower rates.

d. Applicable Rate: SDG&E hereby represents and warrants to the Navy that the Utility Service rates available to the Navy hereunder shall at all times not exceed those available to any other customer served under the same service classification of the same or comparable service, under like conditions of use.

C.6 DESCRIPTION OF GAS AND ELECTRIC SERVICE

SDG&E shall provide gas and electric service to the Government for Navy facilities located in SDG&E's franchised area subject to applicable SDG&E's Tariffs and SDG&E's Terms and Conditions.

C.7 QUALITY OF ELECTRIC SERVICE

SDG&E shall provide gas and electric services in accordance with all applicable laws, rules, standards, tariffs, orders, and regulations, including without limitation SDG&E's Tariffs, SDG&E's Terms and Conditions, and any laws, rules, standards, tariffs, orders, and regulations adopted by any Federal, State, and local agencies having regulatory authority over SDG&E, including without limitation the CPUC, and any changes to such applicable laws, rules standards, tariffs, orders, and regulations as may be made from time to time during the term of this Contract.

C.8 PERMISSION TO ENTER SERVICE LOCATION

SDG&E shall have access to the premises served at all reasonable times during the term of this Utility Services Contract and at its expiration or termination for the purpose of reading meters, making installations, repairs, or removals of SDG&E's equipment, or for any other proper purposes hereunder; provided, however, that the Navy may limit or restrict such right of access in any manner considered by such authority to be necessary or advisable.

C.9 TERM OF CONTRACT

This Utility Services Contract shall be in effect on and after the date of this Contract and shall continue for a period of ten (10) years, except that the Navy pursuant to the clause contained in FAR 52.249-2 (48 C.F.R. 52.249-2), incorporated into this Utility Services Contract under Section H.24, or SDG&E, upon 60 days written notice to the Navy, and without liability to the Navy, may terminate this Utility Services Contract, in whole or in part, when it is in their respective interest to do so. Neither the stated duration of this Utility Services Contract nor any other termination of it, in whole or in part, shall be construed to affect any obligation for any payment, charge, rate, or other matter that may be imposed pursuant to SDG&E's Tariffs, SDG&E's Terms and Conditions or in any Authorization entered into pursuant to this Utility Services Contract. Except for any outstanding Authorization under N62473-14-C-0201, including any modifications thereto, upon execution of this Contract, N62473-14-C-0201 shall terminate and all Utility Services (as shown, but not limited to, in Attachment J-1, SDG&E's Service Accounts) shall be under this Contract.

It is recognized that during the life of this Utility Services Contract, situations and/or requirements may arise where it may be desirable that the term of service to a Naval facility extend beyond the term of this Utility Services Contract. In such event, the particular Authorization involved may specify a term extending beyond the term of this Utility Services Contract, provided that it is within the contracting authority of the Navy.

C.10 METERING

Gas and electric service shall be measured by a meter supplied, installed and regularly maintained by SDG&E located at their premises where Utility Services are provided under this Contract.

C.11 MONTHLY INVOICING ADDRESS:

Monthly invoices shall be submitted to the appropriate Authorization.

Requirements
Gas and Electric Services for 10 years under Authorizations issued pursuant to this CPUC Approved Contract in the franchised service areas to include Navy and Marine Corps Installations in California.

Section D - Packaging and Marking

Section E - Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Acceptance Location Acceptance Other Instructions: Contracting Officer Representative DoDAAC: N62473 CountryCode: USA NAVFACSYSCOM SOUTHWEST 750 PACIFIC HIGHWAY, SAN DIEGO CA 92132-0001 SAN DIEGO, CA 92132-0001 UNITED STATES Hank Oung, Naval and Marine Corp Installations Email: hank.oung.civ@us.navy.mil

Section F - Deliveries or Performance

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Period of Performance From 18 Sep 2025 To 17 Sep 2035	1 Project	

Section G - Contract Administration Data

G.1 PAYMENT

SDG&E shall be paid by the designated disbursing office for services furnished under this Contract at the rate(s) specified herein. All bills for regular monthly service shall be paid in accordance with the Prompt Payment Act, FAR 52.232-25 (JAN 2017). The Navy shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor under similar conditions of service.

The Navy shall notify SDG&E, in writing, within thirty (30) days following the receipt of any disputed billing. Disputes will be resolved in accordance with FAR 33-2 and the Contract Disputes Act.

G.2 INVOICING INSTRUCTIONS

Invoices for service rendered hereunder shall contain statements of the current and prior meter readings, consumption during the billing period, meter constants, the appropriate billing rate, invoice number and date, contract number, and other pertinent data. Upon Government acceptance of SDG&E services, SDG&E shall submit invoices for the payment of monthly service to the appropriate Authorization.

G.3 CONTRACT ADMINISTRATION

a. The Government will not be obligated to reimburse the Contractor for work performed, items delivered or any costs incurred, nor shall the Contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by a duly executed written Authorization.

b. This Contract is firm fixed price and clearly defines the services to be performed. The Contract may only be modified by the Contracting Officer. Modifications to Contracts will be issued on Standard Form (SF) 30.

1. PROCUREMENT CONTRACTING OFFICER (PCO) name/address:

Naval Facilities Engineering Systems Command,	Nguyen Truong
Southwest	(619) 705-4934
750 Pacific Highway San Diego, CA 92132	nguyen.h.truong.civ@us.navy.mil

2. The TECHNICAL ENGINEER for this contract is:

Naval Facilities Engineering Systems Command,	Hank Oung
Southwest	(619) 524-8536
750 Pacific Highway San Diego, CA 92132	hank.oung.civ@us.navy.mil

c. The MONTHLY invoice address for this contract is:

The gas and electric services supplied hereunder shall be billed to the Navy at the address specified in each Authorization. Bills shall be submitted in original only, unless otherwise specified in the Authorization. All bills shall contain such data as is required by the CPUC to substantiate the billing, and such other reasonable and available data as may be requested by the Navy, provided that such other data are contained in bills provided to other customers of SDG&E served under the same service classification as the Navy.

d. The Pay Office for MONTHLY SERVICE invoices for this contract is:

DFAS Norfolk unless another Pay Office is specified in the Authorization.

<u>Note: Do Not Send Invoices Directly to DFAS NORFOLK.</u>

G.4 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as a part of this Contract.

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this Contract, and, notwithstanding provisions contained elsewhere in this Contract, that authority remains solely with the Contracting Officer. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority.

G.5 ACCOUNTING AND APPROPRIATION DATA:

Funding for usage and recurring service charges

CLIN 0001 Funding for service will be cited by the certifying activity when invoices are processed for payment.

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		

DFARS Clauses Incorporated by Full Text

252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

The Wide Area Workflow (WAWF) Payment Instruction Clause 252.232-7006 is only applicable for special Authorizations that are not solely for the provision of gas and electric services, e.g., service connection charges, studies, etc.

(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.

NAVY CONSTRUCTION/FACILITIES MANAGEMENT INVOICE

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(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.

N/A

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(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	N68732
Issue By DoDAAC	N62473/RAQ11
Admin DoDAAC	N62473/RAQ11
Inspect By DoDAAC	N62473/RAQ11

N6247325C0001

Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N62473/RAQ11
Service Acceptor (DoDAAC)	N62473/RAQ11
Accept at Other DoDAAC	N/A
LPO DoDAAC	N62473/RA11
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

*(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")*

*(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)*

(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.

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

(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.

POCs to be added at individual project awards

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

Section H - Special Contract Requirements

H.1 DESCRIPTION

For the purposes of this Section, references to meters shall apply only to SDG&E-owned metering devices installed and maintained by SDG&E in accordance with this Contract and SDG&E's Tariffs and SDG&E's Terms and Conditions. References to meters under this Section shall not apply to meters that are to be installed by SDG&E at the request of the Navy, to be owned by the Navy as a part of an Authorization for other Utility Service.

H.2 OPERATING AND MAINTENANCE

Metering equipment necessary to provide the Utility Services, herein shall be installed and maintained by SDG&E in accordance with SDG&E's Tariffs and SDG&E's Terms and Conditions. In the event any meter fails to register or registers incorrectly, billing adjustments shall be made in accordance with SDG&E's Tariffs and SDG&E's Terms and Conditions.

H.3 READING

SDG&E shall read all meters in accordance with SDG&E's Tariffs and SDG&E's Terms and Conditions.

H.4 METER TESTS

Meters shall be inspected upon installation at no direct charge to the Navy. Subsequent inspection, periodic testing, repair, and replacement of meters shall be done in such place and manner as provided by SDG&E's Tariffs and SDG&E's Terms and Conditions. Upon notice that a meter is failing to register correctly, SDG&E shall take appropriate steps to effect replacement or repair. The Navy shall have the right to request a meter test in accordance with the procedures prescribed in SDG&E's Tariffs and SDG&E's Terms and Conditions. The tests and applicable meter accuracy standards are those set forth in SDG&E's Tariffs and SDG&E's Terms and Conditions. The expense of meter tests shall be borne by the party designated as responsible therefore in SDG&E's Tariffs and SDG&E's Terms and Conditions.

H.5 OPERATION AND MAINTENANCE

The responsibility for owning, furnishing, installing, and maintaining all equipment and facilities (other than meters) required to supply Utility Service at the delivery point(s) specified in an Authorization shall be determined in accordance with SDG&E's Tariffs and SDG&E's Terms and Conditions. The Navy shall provide, free of charge to SDG&E, mutually agreeable locations on its premises for the installation of meters, distribution facilities and such other equipment furnished and owned by SDG&E and necessary to supply Utility Service hereunder. Facilities shall include, but not be limited to, overhead electric poles, underground electric lines and related appurtenances within the boundaries of and which serve the Navy premises (e.g., within the boundaries of Marine Corps Base Camp Pendleton (MCBCP)). The presence of the distribution facilities, including future SDG&E distribution facilities, on Government-owned service locations shall not require an easement in recordable form nor a permit therefore, provided, that such distribution facilities truncate at MCBCP. Distribution facilities which serve off-base, non-Governmental loads or which cross Government property for such purpose shall be required to have proper easements in accordance with the real estate provisions required by the activity. SDG&E shall, at all times during the term of this Utility Services Contract, operate and maintain at its expense such equipment or facilities for which it has responsibility and shall assume all taxes and other charges in connection therewith, unless otherwise billable to or the responsibility of the Navy as set forth in this Contract and SDG&E's Tariffs and SDG&E's Terms and Conditions.

H.6 CONSTRUCTION ON NAVY PROPERTY

Prior to SDG&E commencing construction on the property of the Navy, the Navy shall, at its own expense, provide SDG&E with copies of maps and other records of existing Navy-owned on-site utilities and other potential obstructions, as deemed necessary by SDG&E. In addition, the Navy, at its own expense, shall locate and field-mark existing Navy-owned on-site underground utilities prior to SDG&E commencing construction. As an option, the Navy may request SDG&E to provide these services within the scope of the Authorization, at an additional expense, if mutually agreed to by both parties.

H.7 FAILURE OF SERVICE BY SDG&E

SDG&E's liability to the Navy for any failure to supply service, for any interruptions in service, and for any irregular or defective service shall be determined in accordance with this Contract and SDG&E's Tariffs and SDG&E's Terms and Conditions.

H.8 FAILURE OF OPERATION BY SDG&E

Except as provided above, and in accordance with this Contract and SDG&E's Tariffs and SDG&E's Terms and Conditions, the Navy shall not be liable for damage or injury to any person or property, including death, occasioned solely by SDG&E, its employees' or agents' negligent installation and use, operation or intentional misuse of SDG&E's equipment or facilities.

H.9 FAILURE OF OPERATION BY THE NAVY

Neither SDG&E nor its employees or agents, shall be liable for damage or injury to any person or property, including death, occasioned solely by the negligent installation, use, operation or intentional misuse of SDG&E's equipment or facilities by the Navy, its employees or agents.

H.10 ENVIRONMENTAL

SDG&E shall not be liable for incidents arising out of or in any way connected with the non-compliance with any local, state, or federal environmental law or regulation resulting from pre-existing conditions at a Navy job site, release or spill of any pre-existing hazardous materials or waste, or out of the management and disposal of any pre-existing contaminated soils or ground water which was removed from the ground as a result of work performed by SDG&E, unless it can be determined that there was negligence on the part of SDG&E's employees which resulted in willful failure to notice and react to a pre-existing condition.

SDG&E shall have no responsibility for and shall bear no costs associated with pre-existing environmental liability. Responsibility for testing, abatement, remediation, and/or disposal of hazardous material, including, but not limited to, contaminated soil, lead paint, asbestos, fuel oil, or underground fuel oil tanks, shall remain with the Navy. Where there is reason to suspect that hazardous material is present at the work site, or where hazardous material is encountered during the course of work being performed, SDG&E shall stop work; notify the Contracting Officer and Activity personnel, and request that the Navy test the work site for such hazardous material and appropriately abate and dispose of such hazardous material. Once the work site has been cleared of all hazardous material, SDG&E shall resume work in that area.

H.11 PARTIES OF INTEREST

This Utility Services Contract shall be binding upon and inure to the benefit of the successors, legal representatives, and assignees of the respective parties hereto.

H.12 NOTIFICATION OF CHANGE OF OWNERSHIP

When SDG&E becomes aware that a change in ownership of SDG&E ("change in ownership" for purposes of this Utility Services Contract being defined as a sale of more than fifty percent of the outstanding voting stock of SDG&E) or a change in the name of SDG&E has occurred, SDG&E shall notify the Navy at the address provided within thirty (30) days of the effective date of any such ownership or name change.

DEFINITIONS.

H.13 As used in this Contract,

(a) the term "Contract" or "Utility Services Contract" means this master contract entered into between the Navy and SDG&E to cover the Utility Service acquisitions of the Navy in the franchised certificated service territory from SDG&E for a period of ten (10) years;

(b) the term "Authorization" means Standard Order Form (SF30) modification to be used to acquire Utility Services under this Utility Services Contract. With the exception of the provisions defined in SDG&E's Tariffs and SDG&E's Terms and Conditions, or any requirements of the CPUC Approval, all Authorizations shall be administered outside of the oversight and purview of the regulatory environment and in accordance with the requirements of the Contract.

(c) the term "Termination Authorization" means an order form used by the Navy to notify SDG&E that the Navy wants to discontinue or disconnect a specific Utility Service provided under this Utility Services Contract, where this Contract does not otherwise specify how Utility Services are to be terminated;

(d) the term "SDG&E's Tariffs" means CPUC and the Federal Energy Regulatory Commission (FERC) Utility Service Tariffs, including without limitation, rate schedules, covenants, riders, rules, regulations, and regulated terms and conditions of service submitted by advice letter filing or otherwise subject to the review of the CPUC or FERC, as applicable, as such Utility Service Tariffs may be modified, amended or supplemented from time to time by the CPUC or FERC, as applicable, or SDG&E and approved by the CPUC or FERC, as applicable.

(e) the term "SDG&E's Terms and Conditions" for this Contract, means the generic terms, conditions, policies, procedures, and payment terms established by SDG&E for Utility Services that are provided pursuant to this Contract, and as such, may be modified, amended, or supplemented by SDG&E from time to time, that are under the CPUC's jurisdiction, but are not required to be approved by the CPUC before they take effect. A link to the CPUC's website is www.cpuc.ca.gov. The definition of "Terms and Conditions" shall not include price-related matters or contract terms developed for specific Authorizations;

(f) the term "Utility Service" means any service provided by SDG&E that is generally available from SDG&E to the Navy or other customers pursuant to SDG&E's Tariffs.

H.14 ADDITIONAL DEFINITIONS

This section is hereby expanded to include the additional definitions contained in FAR Clause 52.202-1, Definitions (JULY 2004), 48 C.F.R. 52.202-1, which are incorporated herein by reference to the extent used herein.

H.15 REPRESENTATIONS AND CERTIFICATIONS

This Utility Services Contract incorporates by reference the representations and certifications made by SDG&E, which are on file with the Navy.

H.16 NAVY ADDRESS

Unless specifically provided otherwise, all notices required to be provided to the Navy under this Utility Services Contract shall be mailed to NAVFAC SOUTHWEST, 750 Pacific Highway, San Diego, CA 92132, C/O Contracting Officer Utilities Branch.

H.17 SDG&E ADDRESS

All inquiries and notices to SDG&E regarding this Utility Services Contract shall be mailed to:

Customer Solutions:

Federal Account Manager

8330 Century Park Court

CP12E1

San Diego, CA 92123

H.18 CPUC APPROVAL

Promptly after the full execution of this Agreement by the parties hereto, SDG&E shall file with the CPUC the appropriate request for CPUC Approval. SDG&E shall expeditiously seek CPUC Approval, including promptly responding to any requests for information related to the request for CPUC Approval. As requested by SDG&E, Navy shall use commercially reasonable efforts to support SDG&E in obtaining CPUC Approval. The parties acknowledge that SDG&E has no obligation to seek rehearing or to appeal a CPUC decision that fails to approve this Contract or that contains findings required for CPUC Approval with conditions or modifications unacceptable to either party. As used herein, "CPUC Approval" means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them. CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable. Government acknowledges and agrees that SDG&E is required to file this Agreement.

H.19 EXISTING CONTRACTS

The parties agree that the Navy is currently acquiring service from SDG&E under N62473-14-C-0201 and that the Navy may continue to do so under any outstanding Authorizations, including any modifications thereto, until such outstanding Authorizations expire or until such time as the Navy and SDG&E mutually agree to terminate those separate Authorizations and have such service provided pursuant to this Utility Services Contract instead by executing an appropriate Authorization or Authorizations.

AUTHORIZATION PROCEDURE AND SERVICE DISCONNECTION

H.20 PROCESS

The provisions of this Contract shall not apply to SDG&E's service to the Navy until both the Navy and SDG&E execute a written Authorization for Utility Services. To obtain or change service under this Utility Services Contract, the Navy shall complete the appropriate Authorization and forward it to SDG&E. Upon the request of the Navy, SDG&E shall endeavor to provide reasonable assistance to the Navy in selecting the service options that may be most favorable to the Navy. Upon execution of an Authorization by both SDG&E and the Navy, the date of initiation or change in service shall be effective as of the date specified in the Authorization. In the event a date is not specified in the Authorization as the effective date, the date in which the Authorization was signed by the last required signature shall be the effective date of the Authorization.

Authorization may be executed under this Utility Services Contract at any time during the term of the Utility Services Contract, up to and including the last effective date. The term of the Authorization shall be for a term of up to ten (10) years that is independent of the term of this Utility Services Contract provided this Contract is superseded by a follow-on contract with SDG&E. Unless required by the CPUC approval, SDG&E's Tariffs, or SDG&E's Terms and Conditions, Authorizations issued under this Contract shall not require approval of the CPUC. After both the Navy and SDG&E have signed the Authorization, SDG&E will furnish to the Navy, and the Navy will purchase from SDG&E, the specific Utility Services described in the Authorization for the installation(s) or facility(ies) that are named in the Authorization. During the term of this Contract, effective Authorizations need not be amended, modified, or changed by the Navy to reflect changes in accounting or appropriation data, SDG&E's Tariffs, SDG&E's cost of purchase fuel, or the estimated annual cost of service. Such changes are considered internal to the party involved. Where changes are required in effective Authorizations because of a change in service requirements of the Navy, an amended Authorization shall be mutually agreed upon and executed. The Authorization used to obtain and provide the meters, Utility Services, or technical assistance herein shall contain information descriptive of the meter, services, or technical assistance required or requested, including the amount of (or method to determine) any payment to be made by the Navy to SDG&E for the provision of said meter, services, or technical assistance.

H.21 TERMINATION

The Navy may discontinue service provided pursuant to this Utility Services Contract to a particular Navy facility or installation by delivering a written Termination Authorization to SDG&E. Such discontinuance of service by the Navy shall be in accordance with the terms of this Utility Services Contract and SDG&E's Tariffs, SDG&E's Terms and Conditions, or as otherwise provided under a particular Authorization. SDG&E may discontinue service provided pursuant to this Utility Services Contract and SDG&E's Tariffs, SDG&E's Terms and Conditions, or as otherwise provided under a particular Authorization. Notwithstanding the incorporation by reference of FAR 52.249-2 in this Contract, Contractor shall not be required to transfer any parts, materials, or supplies that are proprietary or needed for Contractor to provide Utility Services to other customers. In addition, Contractor shall not be required to assign to Navy any contracts with its subcontractor that Contractor is not legally permitted to transfer.

H.22 UTILITY SERVICE REQUEST

To the extent required by this Contract or SDG&E's Tariffs and SDG&E's Terms and Conditions, Utility Services required or requested by the Navy shall be provided and, as applicable, billed for, by SDG&E; such as any necessary extensions, alterations, relocations, or reinforcement of SDG&E's transmission and/or distribution lines, related special facilities, service arrangements, or any other Utility Services.

H.23 TECHNICAL ASSISTANCE

To the extent available from SDG&E, SDG&E shall provide and, as applicable, bill for technical assistance on or concerning the Navy's equipment (such as the inspection or repair of such equipment) as may be requested by the Navy. The charges for such technical assistance shall be calculated at the time the technical assistance is rendered in accordance with SDG&E's applicable billing schedule in effect at the time the technical assistance is rendered (except as otherwise mutually agreed upon by SDG&E and the Navy in writing), and the assistance shall comply with this Contract and SDG&E's Tariffs and SDG&E's Terms and Conditions, if applicable.

H.24 REPEAL OF CLAUSES DURING TERM OF CONTRACT

If, during the term of this Utility Services Contract, any of the clauses contained in this Article are repealed, revoked, or dissolved by the Government, then such clauses shall no longer be part of this Contract as of the date of such repeal, revocation, or dissolution. The elimination of these clauses by reason of such repeal, revocation, or dissolution shall not affect the continuing validity and effectiveness of the remainder of this Utility Services Contract or other clauses referenced in this Article.

52.244-5 Competition in Subcontracting (AUG 2024)

52.244-6 Subcontracts for Commercial Items (JAN 2025)

52.246-25 Limitation of Liability - Services (FEB 1997)

52.248-1 Value Engineering (Alt 1) (JUN 2020)

52.249-2 Termination for Convenience of the Government (Fixed-Price) (APR 2012)

52.249-8 Default (Fixed-Price Supply and Services) (APR 1984)

52.232-18 Availability of Funds (APR 1984)

52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995)

H.25 OBLIGATION TO SERVE

Nothing contained in this Utility Services Contract shall obligate SDG&E to take any action which it may consider to be detrimental to its obligations as a public utility.

H.26 LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be determined in accordance with applicable law. Neither Party shall be liable to the other party for consequential damages incurred by the other Party.

H.27 WAGES

The Construction Wage Rate Requirement will be provided with the Request for Proposals for applicable Authorizations negotiated under this Contract, or any other Authorizations issued in connection with work to be performed under this Contract.

H.28 BUY AMERICAN

DFAR Clause 252.225-7001 Buy American and Balance of Payments Program, applies to Government owned equipment and supplies, and materials and equipment in which title passes to the Government.

H.29 EXTRAS

In reference to FAR Clause 52.232-11, the Government will not pay for any services or supplies that is not included in this Contract or expressly stated in a written Authorization.

Section I - Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.202-1	Definitions.	Jun 2020		
52.203-3	Gratuities.	Apr 1984		
52.203-5	Covenant Against Contingent Fees.	May 2014		
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020		
52.203-7	Anti-Kickback Procedures.	Jun 2020		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020		
52.203-13	Contractor Code of Business Ethics and Conduct.	Nov 2021		
52.203-16	Preventing Personal Conflicts of Interest.	Jun 2020		
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	Jun 2020		
52.204-13	System for Award Management Maintenance.	Oct 2018		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities.	Dec 2023		
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021		
52.204-27	Prohibition on a ByteDance Covered Application.	Jun 2023		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	Jan 2025		
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	Nov 2015		
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services.	Nov 2023		
52.215-8	Order of Precedence-Uniform Contract Format.	Oct 1997		
52.219-32	Orders Issued Directly Under Small Business Reserves	Mar 2020		
52.219-33	Nonmanufacturer Rule.	Sep 2021		
52.222-3	Convict Labor.	Jun 2003		
52.222-35	Equal Opportunity for Veterans.	Jun 2020		
52.222-36	Equal Opportunity for Workers with Disabilities.	Jun 2020		
52.222-37	Employment Reports on Veterans.	Jun 2020		
52.222-50	Combating Trafficking in Persons.	Nov 2021		
52.222-54	Employment Eligibility Verification.	Jan 2025		
52.223-5	Pollution Prevention and Right-to-Know Information.	May 2024		
52.225-13	Restrictions on Certain Foreign Purchases.	Feb 2021		
52.229-3	Federal, State, and Local Taxes.	Feb 2013		
52.232-11	Extras.	Apr 1984		
52.232-18	Availability of Funds.	Apr 1984		
52.232-23	Assignment of Claims.	May 2014		
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013		
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023		
52.233-1	Disputes.	May 2014		
52.233-4	Applicable Law for Breach of Contract Claim.	Oct 2004		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr 1984		
52.242-13	Bankruptcy.	Jul 1995		
52.243-1	Changes-Fixed-Price. (Alternate I)	Aug 1987	Alternate I	Apr 1984
52.249-2	Termination for Convenience of the Government (Fixed-Price).	Apr 2012		
52.249-8	Default (Fixed-Price Supply and Service).	Apr 1984		
52.249-14	Excusable Delays.	Apr 1984		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Sep 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Dec 2022		
252.203-7003	Agency Office of the Inspector General.	Aug 2019		
252.203-7004	Display of Hotline Posters.	Jan 2023		
252.204-7000	Disclosure of Information.	Oct 2016		

252.204-7003	Control of Government Personnel Work Product.	Apr 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Jan 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023
252.204-7022	Expediting Contract Closeout.	May 2021
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019
252.225-7001	Buy American and Balance of Payments Program.	Feb 2024
252.225-7048	Export-Controlled Items.	Jun 2013
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Jan 2023
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	Jun 2023
252.232-7010	Levies on Contract Payments.	Dec 2006
252.241-7001	Government Access.	Dec 1991
252.243-7001	Pricing of Contract Modifications.	Dec 1991
252.243-7002	Requests for Equitable Adjustment.	Dec 2022
252.247-7023	Transportation of Supplies by Sea.	Oct 2024

FAR Clauses Incorporated by Full Text

52.204-1 Approval of Contract. (Dec 1989)

Approval of Contract (Dec 1989)

This contract is subject to the written approval of NAVFAC Southwest and shall not be binding until so approved.

(End of clause)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (Dec 2010)

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.232-1 Payments. (Apr 1984)

PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if-

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least $1,000 or 50 percent of the total contract price.

(End of clause)

52.232-25 Prompt Payment. (Jan 2017)

PROMPT PAYMENT (JAN 2017)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments-

(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30 thday after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30 thday after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30 thday after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are-

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of1921 (7 U.S.C.182(3)), and as further defined in Pub.L.98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7 thday after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of1986 (16 U.S.C.4003(3)), as close as possible to, but not later than, the 7 thday after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of1930 (7 U.S.C.499a(4)), as close as possible to, but not later than, the 10 thday after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of1983 (7 U.S.C.4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10 thday after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (*e.g.,* periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice*. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (*e.g.,* shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.,* 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.,* 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (*e.g.,* evidence of shipment).

(4) *Interest penalty*. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *Computing penalty amount*. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7 thday (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) *Discounts for prompt payment*. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if-

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)

(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall-

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible-

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (*e.g.*, payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payment*. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates*. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

52.232-27 Prompt Payment for Construction Contracts. (Jan 2017)

PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments-

(1) *Types of invoice payments*. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14 thday after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (*e.g.,* each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30 thday after the designated billing office receives a proper invoice from the Contractor.

(2) The 30 thday after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (*e.g.,* release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30 thday after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Contractor's invoice*. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (*e.g.,* discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.,* 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.,* 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) *Interest penalty*. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) *Computing penalty amount*. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7 thday after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) *Discounts for prompt payment*. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.

(6) Additional interest penalty.
(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if-

(A) The Government owes an interest penalty of $1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)
(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall-

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible-

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40 thday after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40 thday after payment was made.

(b) *Contract financing payments*. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Subcontract clause requirements*. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) *Prompt payment for subcontractors*. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) *Interest for subcontractors*. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause-

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) *Subcontractor clause flowdown*. A clause requiring each subcontractor to-

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) *Subcontract clause interpretation*. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that-

(1) *Retainage permitted*. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) *Withholding permitted*. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) *Withholding requirements*. Permit such withholding without incurring any obligation to pay a late payment penalty if-

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) *Subcontractor withholding procedures*. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall-

(1) *Subcontractor notice*. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) *Contracting Officer notice*. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) *Subcontractor progress payment reduction*. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) *Subsequent subcontractor payment*. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and-

(i) Make such payment within-

(A) Sevendays after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Sevendays after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) *Notice to Contracting Officer*. Notify the Contracting Officer upon-

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying-

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) *Interest to Government*. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C.3903(c)(1)), from the 8 thday after receipt of the withheld amounts from the Government until-

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports-
(1) *Withholding from subcontractor*. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with 40 U.S.C. 3133, asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause-

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) *Subsequent payment or interest charge*. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall-

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under 41 U.S.C. 7109 in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) *Written notice of subcontractor withholding*. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying-

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) *Subcontractor payment entitlement*. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) *Prime-subcontractor disputes*. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) *Preservation of prime-subcontractor rights*. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) *Non-recourse for prime contractor interest penalty*. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

52.241-2 Order of Precedence-Utilities. (Feb 1995)

ORDER OF PRECEDENCE-UTILITIES (FEB 1995)

In the event of any inconsistency between the terms of this contract (including the specifications) and any rate schedule, rider, or exhibit incorporated in this contract by reference or otherwise, or any of the Contractor's rules and regulations, the terms of this contract shall control.

(End of clause)

52.241-3 Scope and Duration of Contract. (Feb 1995)

Scope and Duration of Contract (Feb 1995)

(a) For the period 10 years from the contract award, the Contractor agrees to furnish and the Government agrees to purchase utility service in accordance with the applicable tariff(s), rules, and regulations as approved by the applicable governing regulatory body and as set forth in the contract.

(b) It is expressly understood that neither the Contractor nor the Government is under any obligation to continue any service under the terms and conditions of this contract beyond the expiration date.

(c) The Contractor shall provide the Government with one complete set of rates, terms, and conditions of service which are in effect as of the date of this contract and any subsequently approved rates.

(d) The Contractor shall be paid at the applicable rate(s) under the tariff and the Government shall be liable for the minimum monthly charge, if any, specified in this contract commencing with the period in which service is initially furnished and continuing for the term of this contract. Any minimum monthly charge specified in this contract shall be equitably prorated for the periods in which commencement and termination of this contract become effective.

(End of clause)

52.241-4 Change in Class of Service. (Feb 1995)

CHANGE IN CLASS OF SERVICE (FEB 1995)

(a) In the event of a change in the class of service, such service shall be provided at the Contractor's lowest available rate schedule applicable to the class of service furnished.

(b) Where the Contractor does not have on file with the regulatory body approved rate schedules applicable to services provided, no clause in this contract shall preclude the parties from negotiating a rate schedule applicable to the class of service furnished.

(End of clause)

52.241-5 Contractor's Facilities. (Feb 1995)

CONTRACTOR'S FACILITIES (FEB 1995)

(a) The Contractor, at its expense, unless otherwise provided for in this contract, shall furnish, install, operate, and maintain all facilities required to furnish service hereunder, and measure such service at the point of delivery specified in the Service Specifications. Titleto all such facilities shall remain with the Contractor and the Contractor shall be responsible for loss or damage to such facilities, except that the Government shall be responsible to the extent that loss or damage has been caused by the Government's negligent acts or omissions.

(b) Notwithstanding any terms expressed in this clause, the Contractor shall obtain approval from the Contracting Officer prior to any equipment installation, construction, or removal. The Government hereby grants to the Contractor, free of any rental or similar charge, but subject to the limitations specified in this contract, a revocable permit or license to enter the service location for any proper purpose under this contract. This permit or license includes use of the site or sites agreed upon by the parties hereto for the installation, operation, maintenance, and repair of the facilities of the Contractor required to be located upon Government premises. All applicable taxes and other charges in connection therewith, together with all liability of the Contractor in construction, operation, maintenance and repair of such facilities, shall be the obligation of the Contractor.

(c) Authorized representatives of the Contractor will be allowed access to the facilities on Government premises at reasonable times to perform the obligations of the Contractor regarding such facilities. It is expressly understood that the Government may limit or restrict the right of access herein granted in any manner considered necessary (*e.g.*, national security, public safety).

(d) Unless otherwise specified in this contract, the Contractor shall, at its expense, remove such facilities and restore Government premises to their original condition as near as practicable within a reasonable time after the Government terminates this contract. In the event such termination of this contract is due to the fault of the Contractor, such facilities may be retained in place at the option of the Government for a reasonable time while the Government attempts to obtain service elsewhere comparable to that provided for hereunder.

(End of clause)

52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services. (Feb 1995)

Change in Rates or Terms and Conditions of Service for Regulated Services (Feb 1995)

(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The Contractor agrees to give thirty (30) days written notice of (1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and (2) any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to continue furnishing service under this contract in accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

(b) The Contractor agrees that throughout the life of this contract the applicable published and unpublished rate schedule(s) shall not be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customers of the same class under similar conditions of use and service.

(c) In the event that the regulatory body promulgates any regulation concerning matters other than rates which affects this contract, the Contractor shall immediately provide a copy to the Contracting Officer. The Government shall not be bound to accept any new regulation inconsistent with Federal laws or regulations.

(d) Any changes to rates or terms and conditions of service shall be made a part of this contract by the issuance of a contract modification unless otherwise specified in the contract. The effective date of the change shall be the effective date by the regulatory body. Any factors not governed by the regulatory body will have an effective date as agreed to by the parties.

(End of clause)

52.241-9 Connection Charge. (Feb 1995)

Connection Charge (Feb 1995)

(a) *Charge*. In consideration of the Contractor furnishing and installing at its expense the new connection facilities described herein, the Government shall pay the Contractor a connection charge. The payment shall be in the form of progress payments, advance payments or as a lump sum, as agreed to by the parties and as permitted by applicable law. The total amount payable shall be either the estimated cost of TBD in accordance with SDG&E's tariffs less the agreed to salvage value of TBD in accordance with SDG&E's tariffs, or the actual cost less the salvage value, whichever is less. As a condition precedent to final payment, the Contractor shall execute a release of any claims against the Government arising under or by the virtue of such installation.

(b) *Ownership, operation, maintenance and repair of new facilities to be provided*. The facilities to be supplied by the Contractor under this clause, notwithstanding the payment by the Government of a connection charge, shall be and remain the property of the Contractor and shall, at all times during the life of this contract or any renewals thereof, be operated, maintained, and repaired by the Contractor at its expense. All taxes and other charges in connection therewith, together with all liability arising out of the construction, operations, maintenance, or repair of such facilities, shall be the obligation of the Contractor.

(c) Credits.

(1) The Contractor agrees to allow the Government, on each monthly bill for service furnished under this contract to the service location, a credit of TBD percent of the amount of each such bill as rendered until the accumulation of credits shall equal the amount of such connection charge, provided that the Contractor may at any time allow a credit up to 100 percent of the amount of each such bill.

(2) In the event the Contractor, before any termination of this contract but after completion of the facilities provided for in this clause, serves any customer other than the Government (regardless of whether the Government is being served simultaneously, intermittently, or not at all) by means of these facilities, the Contractor shall promptly notify the Government in writing. Unless otherwise agreed by the parties in writing at that time, the Contractor shall promptly accelerate the credits provided for under paragraph (c)(1) of this clause, up to 100 percent of each monthly bill until there is refunded the amount that reflects the Government's connection costs for that portion of the facilities used in serving others.

(3) In the event the Contractor terminates this contract, or defaults in performance, prior to full credit of any connection charge paid by the Government, the Contractor shall pay to the Government an amount equal to the uncredited balance of the connection charge as of the date of the termination or default.

(d) *Termination before completion of facilities*. The Government reserves the right to terminate this contract at any time before completion of the facilities with respect to which the Government is to pay a connection charge. In the event the Government exercises this right, the Contractor shall be paid the cost of any work accomplished, including direct and indirect costs reasonably allocable to the completed work prior to the time of termination by the Government, plus the cost of removal, less the salvage value.

(e) *Termination after completion of facilities.* In the event the Government terminates this contract after completion of the facilities with respect to which the Government has paid a connection charge, but before the crediting in full by the Contractor of any connection charge in accordance with the terms of this contract, the Contractor shall have the following options:

(1) To retain in place for TBD____ months after the notice of termination by the Government such facilities on condition that-

(i) If, during such TBD____ month period, the Contractor serves any other customer by means of such facilities, the Contractor, shall, in lieu of allowing credits, pay the Government during such period installments in like amount, manner, and extent as the credit provided for under paragraph (c) of this clause before such termination; and

(ii) Immediately after such TBD____ month period the Contractor shall promptly pay in full to the Government the uncredited balance of the connection charge.

(2) To remove such facilities at the Contractor's own expense within TBD____ months after the effective date of the termination by the Government. If the Contractor elects to remove such facilities, the Government shall then have the option of purchasing such facilities at the agreed salvage value set forth herein; and provided further, that the Contractor shall, at the direction of the Government, leave in place such facilities located on Government property which the Government elects to purchase at the agreed salvage value.

(End of clause)

52.241-11 Multiple Service Locations. **(Feb 1995)**

MULTIPLE SERVICE LOCATIONS (FEB 1995)

(a) At any time by written order, the Contracting Officer may designate any location within the service area of the Contractor at which utility service shall commence or be discontinued. Any changes to the service specifications shall be made a part of the contract by the issuance of a contract modification to include the name and location of the service, specifying any different rate, the point of delivery, different service specifications, and any other terms and conditions.

(b) The applicable monthly charge specified in this contract shall be equitably prorated from the period in which commencement or discontinuance of service at any service location designated under the Service Specifications shall become effective.

(End of clause)

52.252-2 Clauses Incorporated by Reference. **(Feb 1998)**

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov ____ ____[Insert one or more Internet addresses]

(End of clause)

52.252-6 Authorized Deviations in Clauses. **(Nov 2020)**

Authorized Deviations in Clauses (Nov 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

252.241-7000 Superseding Contract **(Dec 1991)**

SUPERSEDING CONTRACT (DEC 1991)

This contract supersedes contract No. N62473-14-C-0201, dated September 30, 2014 which provided similar services. Any capital credits accrued to the Government, any remaining credits due to the Government under the connection charge, or any termination liability are transferred to this contract, as follows:

CAPITAL CREDITS: N/A

OUTSTANDING CONNECTION CHARGE CREDITS: N/A

TERMINATION LIABILITY CHARGES: N/A

(End of clause)

Section J - List of Attachments

TABLE OF CONTENTS FOR N62473-25-C-0001

Exhibit B

Table Summary of Revisions to Navy Master Utility Services Contract with San Diego Gas & Electric Company

Table Summary of Revisions to
Navy Master Utility Services Contract with San Diego Gas & Electric Company

Comments	Page Number/Box #/Section Original AL (AL)/ Supplement (NV)	Original AL Version	Change in Supplement (New Version)
Contract Number	Page 1, Box 2	Contract Number **N6247324C4401**	Contract Number **N6247325C0001**
Effective Date	Page 1, Box 3	Effective date is October 1, 2024	Effective Date is August 28, 2025 (NOTE: Parties will use September 18, 2025 (Full contract execution date)); Period of Performance (Section F) is 9/18/25-9/17/35
Navy Information	Page 1, Box 5	Lists "PWContracts Core - Utility & Energy, Code RAQ11-UTIL"	Missing and new contact information added
Contract Price	Page 1, Box 15(G)/Page 2, Section B (AL)/Page 3, Section B (NV)	$0.01	$10.5MM (applicable to Authorizations that are not solely for provision of gas and electric services, e.g., service connection charges, studies, etc.)
Section D	Page 1, Box 16	Sec D not checked and not included	Sec D is now checked but there is no content in that section
Requirements	Section C - Page 4(AL)/5 (NV)	Blank	New "Requirements" note is added to the end of the section (repeat of language in Section B)
Section E	Section E - Page 5 (AL)/6 (NV)	Inspection And Acceptance Terms listed as “N/A”, except for Accept by Government.	Government Acceptance Location added

Comments	Page Number/Box #/Section Original AL (AL)/ Supplement (NV)	Original AL Version	Change in Supplement (New Version)
Section F	Section F - Page 7 (NV)/ 6 (AL)	Delivery Date: 9/30/34	Period of Performance is 9/18/25-9/17/35
Fix Typo	Section H.26 – Page 13 (AL)/17 (NV)	The end of the second sentence says "that Party"	The end of the second sentence says "the other Party".
FAR Addition – Contractor's Officer's Representative	After Section G.5, Page 8 (AL)/9 (NV)	Only includes 252.232-7003	Adds Section 252.201-7000 (Contractor's Officer's Representative)
WAWF Invoicing	After Section G.5, Page 8 (AL)/ 9 (NV)	Only includes 252.232-7003	Adds Section 252.232-7006 (Wide Area WorkFlow Payment Instructions); contract adds following: "The Wide Area Workflow (WAWF) Payment Instruction Clause 252.232-7006 is only applicable for special Authorizations that are not solely for the provision of gas and electric services, e.g., service connection charges, studies, etc."

Deleted FARs/DFARs	
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.204-4	Reserved
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Products and Commercial Services
52.223-6	Reserved
52.223-18	Reserved
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Represenation
52.204-26	Covered Telecommunications Equipment or Services-Representation
52.232-34	Payment by Electronic Funds Transfer – Other than System for Award Management
52.241-6	Service Provisions
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region -Representation
New FARs/DFARs	
52.232-11	Extras. Also, language was inserted into the contract that provides that “Government will not pay for any services or supplies that is not included in this Contract or expressly stated in a written Authorization.” (Page 17)
252.225-7001	Buy American and Balance of Payments Program. Also, language was inserted into the contract that provides that “applies to Government owned equipment and supplies, and materials and equipment in which title passes to the Government.” (Page 17)
52.204-1	Approval of Contract. Inserted to confirm that contract is subject to written approval of NAVFAC Southwest and is not binding until so approved. (Page 19)
52.241-9	Connection Charge (Previously only incorporated by reference) – TBDs were inserted indicating blanks would be filled pursuant to SDG&E’s tariffs (Pages 28-29)
252.241-7000	Superseding Contract. Required by Navy; inserts indicate that there are no credits due to Government or transfer of termination liability. (Pages 29-30)

Updated FARs/DFARs			
Number	**AL Version**	**New Version**	**Title**
52.204-23	11/21	12/23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities
52.209-6	11/21	1/25	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded
52.212-4	12/22	11/23	Contract Terms and Conditions – Commercial Products and Commercial Services
52.222-54	5/22	1/25	Employment Eligibility Verification
52.223-5	5/11	5/24	Pollution Prevention and Right-to-Know Information
252.204-7012	1/23	5/24	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.247-7023	1/23	10/24	Transportation of Supplies by Sea
52.244-5	12/96	8/24	Competition in Subcontracting
52.244-6	2/24	1/25	Subcontracts for Commercial Products and Commercial Services
52.248-1	4/84	6/20	Value Engineering