

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER MMAPR520723000023		PAGE OF 1 23	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 693JF723Q000005		6. SOLICITATION ISSUE DATE 01/26/2023
7. FOR SOLICITATION INFORMATION CALL:		a. NAME EMMANUEL RIDDLE			b. TELEPHONE NUMBER (No collect calls) (202) 366-9551		8. OFFER DUE DATE/LOCAL TIME 02/24/2023 1430 ET
9. ISSUED BY CODE 693JF7 US DOT MARITIME ADMINISTRATION OFFICE OF ACQUISITION MAR-380 1200 NEW JERSEY AVENUE SE MAIL STOP W-28-201 WASHINGTON DC 20590-0001				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <small>SMALL BUSINESS PROGRAM</small> <input type="checkbox"/> EDWOSB NAICS: 238220 <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> 8(A) VETERAN-OWNED SMALL BUSINESS SIZE STANDARD: \$16.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO CODE MARAD-00095 USMERCHANT MARINE ACADEMY PROCURE US DOTMARITIME ADMINISTRATION 300 STEAMBOAT ROAD KINGS POINT NY 11024-1699		16. ADMINISTERED BY CODE 693JF7 US DOT MARITIME ADMINISTRATION OFFICE OF ACQUISITION MAR-380 1200 NEW JERSEY AVENUE SE MAIL STOP W-28-201 WASHINGTON DC 20590-0001		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/ OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Repairs to air conditioning units and mold remediation for the U.S. Merchant Marine Academy (USMMA) Admission offices. Delivery: 30 Days After Notice to Proceed						
00001	Air conditioning leak repairs						
00002	Mold remediation						
	Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) NICOLE ANGELA PRICE Digitally signed by NICOLE ANGELA PRICE Date: 2023.01.26 14:46:26 -05'00'			
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) NICOLE PRICE		31c. DATE SIGNED 1/26/2023	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

SECTION 1 – STANDARD FORM (SF) 1449 – SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS CONT.

STATEMENT OF WORK**INTRODUCTION**

The United States Merchant Martine Academy (USMMA) is an agency of the Maritime Administration (MARAD) managed by the United States Department of Transportation.

The USMMA is listed on the National Register of Historic Places. Therefore, all work shall be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR part 68) <http://www.nps.gov/tps/standards/four-treatments/treatment-guidelines.pdf>. All work shall meet or exceed the standards provided in the Secretary of the Interior's Standards for Rehabilitation and guidelines for applying the standards published by the National Park Service, U.S. Department of the Interior 36 CFR 67.7 - Standards for rehabilitation.

SCOPE

The USMMA seeks a qualified and experienced contractor to provide labor, material, transportation, tools, equipment, and supervision to perform water leak repairs to the air conditioning units and mold remediation in the Admissions offices.

Remediation to include the removal of mold damaged materials (pipe insulation), cleaning of pipes, and providing new pipe insulation. Replacement of water damaged ceiling tiles is required on 1st floor offices. Water leak repairs to consist of assessment of all air conditioning units to determine how many needs leak repairs, repair of damage or cracked pipes and replacement of foam insulation and filtration.

PERIOD OF PERFORMANCE

Work is to be completed within 30 calendar days after notice to proceed (NTP) is approved.

PERFORMANCE SCHEDULE

Performance Schedule: Monday through Friday

Work Hours: 0700 to 1630 (7:00 a.m. to 4:30 p.m.)

PLACE OF PERFORMANCE

The contractor shall perform the tasks at:

USMMA/Admissions Building
300 Steamboat Road
Kings Point, NY 11024

(Note: See Attachment 001 – Pictures)

DELIVERABLES

The Contractor is responsible for the following:

- Prepare all work areas, install dust/mold mitigation and flooring protection as needed.
 - Contractor shall provide project schedule at least two weeks prior to commencement of the project.
 - Contractor shall provide all new piping, fittings, insulation material and filters.
 - Contractor shall replace all water damaged ceilings tiles where indicated in SOW
 - Contractor shall perform work in a clean and orderly fashion. The work area shall be cleaned, and all tools and materials neatly stowed away at the end of every day.
 - Contractor shall remove all containers, surplus materials, equipment, and debris and leave the site in a clean and orderly condition acceptable to the COR.
 - Contractor to submit a Mold Remediation Plan, after award and prior to starting work.
- Contractor needs to meet the NYS licensing requirements for mold remediation contractors.

The workplace contains a confined space, the contractor must comply with the requirement of 29CFR1910.146. The contractor will be responsible for all necessary safety training and equipment associated with this task. The contractor shall be aware of the potential presence of hazardous materials, specifically lead-based paint, and asbestos, in any buildings located at the USMMA. It is the responsibility of the contractor to take appropriate measures in accordance with all local, state, and federal environmental and occupational safety and health laws and regulations.

All work areas outlined below.

1. ZERO DECK:

Chilled water and supply lines have significant mold and mold damage to pipe insulation.

- 1.1 Removal of all mold damaged materials, to include pipe insulation tape and pipe insulation.
 - 1.1.1 Provide mold mitigation (sealing of area with heavy plastic) to contain mold during removal process. Vacuum any debris with HEPA filtration
 - 1.1.2 Disposal of old pipe insulation materials, in accordance with local and state ordinances.
 - 1.1.3 Cleaning of chilled water supply and return piping (wiped down)
 - 1.1.4 Provide new self-sealing, 1" thick, white, polyethylene pipe insulation and insulation tape.
 - 1.1.5 Installation of new polyethylene pipe insulation and tape
 - 1.1.6 Labeling of newly wrapped water lines with identification of service (Chilled Water Supply/Chilled Water Return) with a directional arrow.
 - 1.1.7 Labels must be yellow with clearly identifiable black lettering. Labeling to be approved by COR prior to installation.

2. 1ST DECK OFFICES:

Ceiling in the reception area and Office #116 on first deck have water damage from leaks above. Office #119 has active leak in fan coil unit #FCU-9.

- 2.1 **Reception area-** Removal and replacement of water stained ceiling tiles.
 - 2.1.1 Removal and disposal of water stained ceiling section located by window, approximately 2' x 4' section (sheetrock material). Install new sheetrock for ceiling, spackle and tape in place. Paint ceiling white with Benjamin Moore, Waterborne ceiling paint in white, ultra flat or equivalent.

- 2.2 **Office #116-** Removal and disposal of water stained ceiling section located by window (sheetrock material).
- 2.2.1 Provide and install new sheetrock (approximately 2' x 4') for ceiling, spackle and tape in place
- 2.2.2 Paint ceiling white with Benjamin Moore, Waterborne ceiling paint in white, ultra flat or equivalent
- 2.3 **Office # 119-** Inspect Airtherm Fan Coil Unit. Model # Unitaire 5, and locate area of leak (FCU #9)
- 2.3.1 Remove damaged pipe and fittings. Replace with new pipe and fittings
- 2.3.2 Provide and install new pipe insulation; ½" thick foam rubber
- 2.3.3 Remove and dispose of air filter
- 2.3.4 Provide and install new air filter; MERV 7 general purpose, 1" thick x 10"x24"
- 2.3.5 Clean interior and exterior of unit, including air grilles.

3. 2nd DECK OFFICE:

Two offices (# 216 and #217) have active leaks inside A/C unit that must be repaired.

Office # 216- Inspect Airtherm Fan Coil Unit. Model # Unitaire 5, and locate area of leak (FCU #19)

- 3.1.1 Remove damaged pipe, ball valve, and fittings. Replace with new pipe and fittings
- 3.1.2 Provide and install new pipe insulation; ½" thick foam rubber
- 3.1.3 Remove and dispose of air filter
- 3.1.4 Provide and install new air filter; MERV 7 general purpose, 1" thick x 10"x24"
- 3.1.5 Clean interior and exterior of unit, including air grilles

3.2 **Office # 217-** Inspect Airtherm Fan Coil Unit. Model # Unitaire 5, and locate area of leak (FCU #21)

- 3.2.1 Remove damaged pipes, valves and fittings. Replace with new parts
- 3.2.2 Provide and install new pipe insulation; ½" foam rubber
- 3.2.3 Remove and dispose of air filter
- 3.2.4 Provide and install new air filter; MERV 7 general purpose, 1" thick x 10"x24"
- 3.2.5 Clean interior and exterior of unit, including air grilles

4. ALL LEVELS- FAN COIL UNIT INSPECTION & MAINTENANCE:

- 4.1 Inspection of (19) Airtherm Fan Coil Units. Model # Unitaire 5 on all floors of building.
- 4.1.1 Identify any leaks, document, and propose method of repair and costs
- 4.1.2 Clean exterior of units, remove panel, vacuum debris from fan coils or remove with pressurized air, clean condensate tray, wipe down and replace filter (MERV 7 general purpose, 1" thick x 10"x24")
- 4.1.3 Replace front panel and vacuum area around unit.

GENERAL

- 1. The contractor shall provide all labor and material, transportation, and supervision in the performance of all tasks detailed in this statement of work. Project shall be coordinated with COR (Contracting Officer Representative).
- 2. All work is to conform to federal, state, and local regulations and codes.

3. Contractor shall perform work in a clean and orderly fashion. The work area shall be cleaned, and all tools and materials neatly stowed away at the end of every day.
4. Maintain a work area compliant with safety standards.
5. Areas worked on shall be cleaned and secured daily.
6. Any damage to existing facilities or appurtenances shall be repaired or replaced in kind, by the contractor at no cost to the Government.
7. Examine existing conditions prior to any repair activities, site visit will be scheduled to inspect the site where services are to be performed.
8. Excess material and debris shall be disposed of in accordance with local and state ordinances. Contractor shall remove all containers, surplus materials, equipment, and debris and leave the site in a clean and orderly condition acceptable to the COR.
9. No vehicles shall be driven on the sidewalks or grass.
10. Make every effort to minimize the impact to the daily routine of the Academy.
11. Contractors shall be licensed, bonded, and insured as mandated by federal, state, and local municipal regulations.

GOVERNMENT FURNISHED PROPERTY/EQUIPMENT/INFORMATION

Not Applicable (N/A)

CONSIDERATIONS

- Maintain communication with the COR (and immediately inform the COR of any unforeseen issues or problems that arise).
- Inform COR of any anticipated disruption in services for construction at least three (3) days in advance.

CLOSE OUT

- The contractor shall provide a signed warranty of any damage, defective material and improper workmanship on any material provided in this contract.
- Materials and labor to be warranted for one year after installation, and equipment to be warranted per manufacturer.

END OF SOW

SECTION 2 – PROVISIONS

52.252-01 – Provisions Incorporated by Reference (FEB 1988)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services	NOV 2021
52.212-2	Evaluation-Commercial Products and Commercial Services	NOV 2021
52.212-3	Offerors Representations and Certifications-Commercial Products and Commercial Services	DEC 2022
52.214-34	Submission of Offers in the English Language	APRIL 1991
52.214-35	Submission of Offers in U.S. Currency	APRIL 1991

Provisions Incorporated by Full Text

52.212 -1 Instructions of Offerors-Commercial Products and Commercial Services—Addendum (NOV 2021)

- Ensure organization's Entity Information is registered on System for Award Management (SAM). See www.SAM.gov
- This is a notice that the procurement is a total set-aside for Small Business
- Only quotes submitted by Small Business will be accepted by the government
- Any quote submitted by a vendor not a Small Business will not be considered for award

• Submission of Proposals

The proposal shall identify labor categories, rates, and total amount. **The proposal shall not exceed five (5) pages.** Interested offerors that submit proposal packages via e-mail to USMMAProposals@dot.gov are encouraged to request a delivery receipt and reference Solicitation No. 693JF723Q000005

Admissions Office- Air Conditioning Leak Repairs (*Note: If needed, offerors should .zip file proposals to keep the attachment size under 25 MB*).

An official having the authority to contractually bind the offeror's company must complete blocks 17a, 30a, 30b and 30c the Standard Form (SF) 1449 Solicitation/Contract/Order for Commercial Items in accordance with the procedures prescribed in FAR 4.102.

• Acceptable Offerors

The proposal package must be in **English** and **not exceed 5 pages**. Quotes received in another language other than English will be rejected. The proposals shall include the **font size 12** and the **font style Times New Roman**.

Telegraphic offers (submitted by telegram or mailgram) will not be accepted. Any proposal received after the time and date specified will not be considered.

- **Late Offers**

Offers or modifications of offers received at the address specified for receipt of offers after the exact time specified for receipt of offers in Block 8 of Standard Form 1449 will not be considered.

- **Estimated Date of Contract Award**

The Government intends to evaluate and award a contract without discussions with offerors. Therefore, the offerors initial offer should contain the offerors best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest and waive informalities and minor irregularities in the offers received.

- **Communication**

The offeror is instructed to contact only the solicitation Issuing Office for information about any aspect of the solicitation. All communication regarding this solicitation should directed to the **Agency Point of Contact, Emmanuel Riddle**, at USMMAProposals@dot.gov. Communication is preferred via email. The offeror must confirm receipt of communication submitted by these methods. The offeror is cautioned against contacting Government technical personnel regarding this solicitation prior to award of this procurement.

ALL QUESTIONS regarding this solicitation must be forwarded to USMMAProposals@dot.gov via email. Responses to all questions/comments will be posted as an amendment to the solicitation in <https://www.SAM.gov/>. If questions are received after the cut-off date, the solicitation response due date may not be extended. The Government will make reasonable attempts to respond to questions/comments.

- **Contract Administration**

All contract administration matters will be handled by the Maritime Administration Headquarters (HQ) Office of Acquisition located in Washington, DC.

52.212-2 Evaluation--Commercial Products and Commercial Services – Addendum (NOV 2021)

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be the most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Factor 1 - Technical

The offeror must submit a written technical proposal for evaluation which provides sufficient provides sufficient information to demonstrate the capabilities to satisfactorily perform the work. The proposal must address the following:

- Qualifications/experience
- Staffing plan (*Note: Address available resources*)
- Identify any potential problems and/or critical issues that will relate to the successful completion of the project.

Factor 2 – Price

The Government will evaluate the reasonableness of the total price in accordance with FAR 15.4. The Government will evaluate the offer for award purposes by adding the total price for all options (if applicable) to the total price for the basic requirement.

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Relative Importance of Evaluation Factors

- The evaluation factors are listed in descending order of importance.
- Technical is slightly more important than Price.

Basis for Award

The Government may make an award without discussions based on best value using the trade-off process between price and non-price factors in accordance with FAR 15.101.

Before award can be made to the potential successful offeror:

- a) The offeror must be deemed “responsible”, as defined in Federal Acquisition Regulation (FAR) 9.1, meets all standards contained therein, and is otherwise eligible to receive an award;
- b) The offeror's proposal must comply with the requirements of law, regulation and conditions set forth in the solicitation;
- c) The offeror's evaluated price must be determined to be fair and reasonable; and
- d) The offeror and individuals proposed to provide services under the contract must be determined to be free of any conflicts of interest that cannot be waived or mitigated.

52.212-3 Offeror Representations and Certifications – Commercial Products and Commercial Services--Addendum (MAY 2022)

An offeror should complete the representations and certifications online via www.SAM.gov.

(End of Provision)

52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a ***Firm Fixed Price*** contract resulting from this solicitation.

(End of Provision)

52.233-2 Service of Protest (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Office of Acquisitions (MAR-380)
U.S. DOT/Maritime Administration
1200 New Jersey Ave. S.E.
Mail Stop: W28-201 Washington, DC 20590

The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

SECTION 3 – COMMERCIAL CLAUSES

52.252-02 – Clauses Incorporated by Reference (FEB 1988)

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):

<http://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
52.209-5	Certification Regarding Responsibility Matters	AUG 2020
52.212-4	Contract Terms and Conditions— Commercial Products and Commercial Services	DEC 2022
52.213-2	Invoices	APRIL 1984
52.219-1	Small Business Program Representations	SEP 2021
52.223-99	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors	OCT 2021
52.233-1	Disputes	MAY 2014
52.237-2	Protection of Government Buildings, Equipment and Vegetation	APRIL 1984
52.237-3	Continuity of Services	JAN 1991
52.244-6	Subcontracts for Commercial Products and Commercial Services	DEC 2022
52.245-1	Government Property	SEP 2021
52.246-2	Inspection of Supplies-Fixed Price	AUG 1996
52.246-4	Inspection of Services-Fixed Price	AUG 1996
1252.223-73	Seat Belt Use Policies and Programs	APR 2005

Clauses Incorporated by Full Text

52.212-5 -- Contract Terms and Conditions Required To implement Statutes or Executive Orders— Commercial Products and Commercial Services (DEC 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved].

☐ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

☐ (10) [Reserved].

☐ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

☐ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) [Reserved]

☒ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

- ☐ (ii) Alternate I (Mar 2020) of 52.219-6.
- ☐ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Mar 2020) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) (15 U.S.C. 637(d)(4)).
 - ☐ (ii) Alternate I (Nov 2016) of 52.219-9.
 - ☐ (iii) Alternate II (Nov 2016) of 52.219-9.
 - ☐ (iv) Alternate III (Jun 2020) of 52.219-9.
 - ☐ (v) Alternate IV (Sep 2021) of 52.219-9.
- ☐ (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
 - ☐ (ii) Alternate I (Mar 2020) of 52.219-13.
- ☐ (19) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637s).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).
- ☐ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Oct 2022) (15 U.S.C. 632(a)(2)).
 - ☐ (ii) Alternate I (Mar 2020) of 52.219-28.
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- ☐ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).
- ☒ (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- ☒ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec

2022) (E.O.13126).

☐ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

☒ (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

☐ (ii) Alternate I (Feb 1999) of 52.222-26.

☒ (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

☐ (ii) Alternate I (Jul 2014) of 52.222-35.

☒ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

☐ (ii) Alternate I (Jul 2014) of 52.222-36.

☐ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

☒ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

☒ (35) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☐ (36) 52.222-54, Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

☐ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

☐ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Oct 2015) of 52.223-13.

☐ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423

and 13514).

__ (ii) Alternate I (Jun2014) of 52.223-14.

X (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

__ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

__ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

__ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).

X (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

__ (ii) Alternate I (Jan 2017) of 52.224-3.

X (48) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

__ (ii) Alternate I (Oct 2022) of 52.225-1.

__ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I [Reserved].

__ (iii) Alternate II (Dec 2022) of 52.225-3.

__ (iv) Alternate III (Jan 2021) of 52.225-3.

__ (v) Alternate IV (Oct 2022) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (Dec 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

___ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

___ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

X (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

___ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

___ (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

___ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video

Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun

2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

SECTION 4 – INVOICE REQUIREMENTS/INSTRUCTIONS

DOT utilizes the Delphi eInvoicing web portal <https://einvoice.esc.gov/> for processing invoices. Access to Delphi eInvoicing web portal is granted with electronic authentication of credentials (name & valid email address) utilizing the GSA credentialing platform login.gov. For vendors submitting invoices or payment requests, they will be required to submit invoices via the Delphi eInvoicing web portal which is authenticated via www.login.gov.

Vendors must meet the following minimum requirements to submit invoices through the Delphi eInvoicing web-portal:

Vendors shall have electronic internet access to register in the U.S. General Services Administration's (GSA) Login.gov and to the Delphi eInvoicing web portal. The identity of system users will be verified prior to receiving access to the Delphi eInvoicing web-portal via registration with login.gov. Information required for Login.gov includes his/her email address, full name, phone number, and password.

Once notified by their agency POC, system users shall register with and create an account with GSA Login.gov. System users will provide his/her email address and receive an email back to confirm. They will then create a password and input a telephone number and opt to receive either a personal call from Login.gov or text message with an authentication code.

Once the user is authenticated in Login.gov, he/she shall work with their agency POC to request access to the Delphi eInvoicing web portal. The POC will complete a Delphi eInvoicing web-portal User Access Request (UAR) to include the users full name, contact phone number, work e-mail address. Additionally, the agency POC will include the vendor's name, purchase order (contract) numbers (or supplier number) and agency doing business with to complete and electronically submit the UAR for processing.

Once the UAR is submitted, it will be electronically approved by the Access Control Officer (ACO) assigned to OA associated with the contract award or grant and then forwarded to the Delphi eInvoicing helpdesk to create the account. Once the account is created an e-mail will be generated to the user with instruction on accessing their Delphi eInvoicing web portal account. An e-mail will also be sent to the agency POC who initiated the UAR.

Definition.

Payment request, as used in this subpart, means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation.

Electronic payment requests—invoices.

Requirements. Contracts shall require the electronic submission of payment requests, except for—
Purchases paid for with a Governmentwide commercial purchase card.

Classified contracts or purchases when electronic submission and processing of payment requests could compromise classified information or national security; or

Alternate procedures. Where a contract requires the electronic submission of invoices, the contracting officer may authorize alternate procedures only if the contracting officer makes a written determination that the Department of the Transportation (DOT) is unable to receive electronic payment requests or

provide acceptance electronically and it is approved one level above the contracting officer.

For contractors/vendors who are unable to utilize DOT's Delphi eInvoicing web-portal, waivers may be considered on a case-by-case basis. Vendors should contact the Contracting Officer's Representative for assistance and reach out to the Accounts Payable department for review and approval.

DOT electronic invoicing system. DOT utilizes the Delphi eInvoicing web portal to facilitate the electronic submission and approval of vendor invoices and certain grantee payment requests. Except as provided in paragraphs (a) and (b) of this section, contracting officers and DOT finance officials shall process electronic payment submissions through the Delphi eInvoicing web portal. If the requirement for electronic submission of payment requests is waived under paragraph (a) or paragraph (b) of this section, the contract or alternate payment authorization, as applicable, shall specify the form and method of payment request submission.

Electronic authentication

Access to Delphi eInvoicing is granted with electronic authentication of credentials (name & valid email address) utilizing the GSA credentialing platform login.gov. For vendors submitting invoices, they will be required to submit invoices via the Delphi eInvoicing web portal which is authenticated via login.gov.

Contract clause

Contracting officers shall insert the clause provided in Section E. below, Electronic Submission of Payment Requests, in solicitations and contracts exceeding the micro- purchase threshold, except those for which the contracting officer has directed or approved otherwise under Section B. above, and those paid with a Governmentwide commercial purchase card.

Electronic Submission of Payment Requests.

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS

Definitions. As used in this clause—

Contract financing payment has the meaning given in FAR 32.001.

Payment request means a bill, voucher, invoice, or request for contract financing payment or invoice payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices," this clause, and the applicable Payment clause included in this contract.

Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

Invoice payment has the meaning given in FAR 32.001.

Electronic payment requests. Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Governmentwide commercial purchase card are an electronic transaction for purposes of this rule, and therefore no additional electronic invoice

submission is required.

The Department of Transportation utilizes the Delphi eInvoicing web-portal for processing invoices. For vendors submitting invoices, and certain grantees submitting payment requests, they will be required to submit invoices via Delphi eInvoicing which is accessed and authenticated via www.login.gov

The following FAR section applies (32.905 Payment documentation and process). In order to receive payment and in accordance with the Prompt Payment Act, all invoices submitted as attachments in the Delphi eInvoicing web-portal shall contain the following:

General. Payment will be based on receipt of a proper invoice and satisfactory contract performance. Content of invoices.

A Proper Invoice Must Include the Following Items (except for interim payments on cost reimbursement contracts for services):

Name and address of the contractor.

Invoice date and invoice number. (Date invoices as close as possible to the date of mailing or transmission.)

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

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

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.

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).

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

Payment system registration. All persons accessing the Delphi eInvoicing web-portal will be required to have their own unique user Delphi eInvoicing ID and password and be credentialed through login.gov.

Electronic authentication. See www.login.gov for instructions. Click on the following link for instructions on establishing a login.gov account: <https://login.gov/help/creating-an-account/how-do-i-create-an-account-with-logingov/>. To create a login.gov account, the user will need a valid email address and a working phone number. The user will create a password and then login.gov will reply with an email confirming the email address.

Agency POC's will be responsible for communicating with vendor POC's to initiate the Delphi eInvoicing account creation process. Vendor POC's who will require access to the eInvoicing web-portal for invoice submission and payment tracking purposes will be required to provide their full name, valid email address, and current phone number to the agency POC to initiate the Delphi eInvoicing web-portal account. Vendor users and the agency POC will be notified via e-mail when the account is created. The

vendor user will be provided detailed instructions for logging into their Delphi eInvoicing account.

Training on Delphi. To facilitate use of DELPHI, comprehensive user information is available at <http://einvoice.esc.gov>

Account Management. Vendors are responsible to contact the Delphi Help Desk when their firm's points of contacts will no longer be submitting invoices so they can be removed from the system. Instructions for contacting the Delphi Help Desk can be found at <http://einvoice.esc.gov/>