Attachment 1 - Solicitation Provisions and Contract Clauses

This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at https://www.acquisition.gov/far-overhaul/far-part-deviation-guide and https://www.acquisition.gov/tar.

When submitting invoice/s ensure you follow the instructions required by TAR 1252.232-70, Electronic Submission of Payment Requests (NOV 2022).

The following FAR provisions apply:

FAR 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation (JAN 2017) (DOT Class Deviation No. 2026-04 OCT 2025)
FAR 52.204-7, System for Award Management (NOV 2024) (DOT Class Deviation No. 2025-18 SEP 2025)
FAR 52.212-1, Instructions to Offerors – Commercial Products and Commercial Services (SEP 2023) (DOT Class Deviation No. 2026-24 APR 2026)
FAR 52.219-1, Small Business Program Representation (FEB 2024) (DOT Class Deviation No. 2026-21 NOV 2025)
FAR 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products (FEB 2021) (DOT Class Deviation No. 2026-24 APR 2026)
FAR 52.252-5, Authorized Deviations and Provisions (NOV 2020)
FAR 52.240-90, Security Prohibitions and Exclusions Representations and Certifications (SEP 2025) (DOT Class Deviation No. 2025-24 SEP 2025)
FAR 52.240-90 (Security Prohibitions and Exclusions Representations and Certifications) (DOT Class Deviation No. 2025-24 SEP 2025)

The following FAR clauses apply:

FAR 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015) (DOT Class Deviation No. 2026-24 APR 2026)
FAR 52.212-4, Terms and Conditions - Commercial Products and Commercial Services (Nov 2023) (DOT Class Deviation No. 2026-22 JAN 2026)
FAR 52.204-13, System for Award Management – Maintenance (OCT 2018) (DOT Class Deviation No. 2025-18 SEP 2025)
FAR 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (DOT Class Deviation No. 2026-21 NOV 2025)
FAR 52.222-50, Combating Trafficking in Persons (Oct 2025) (DOT Class Deviation No. 2026-24 APR 2026)
FAR 52.222-90, Addressing DEI Discrimination by Federal Contractors (APR 2026) (DOT Class Deviation No. 2026-24 April 2026)
FAR 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (DOT Class Deviation No. 2025-17 SEP 2025)
FAR 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (DOT Class Deviation No. 2025-25 SEP 2025)
FAR 52.232-39, Unenforceability of Unauthorized Obligation (Jun 2013) (DOT Class Deviation No. 2025-25 SEP 2025)
FAR 52.233-3, Protest After Award (AUG 1996) (DOT Class Deviation No. 2025-25 SEP 2025)

FAR 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (DOT Class Deviation No. 2025-25 SEP 2025)
FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (DOT Class Deviation No. 2026-19 NOV 2025)

The following TAR Provisions apply to this solicitation:

TAR 1252.239-92, Information and Communication Technology Accessibility Notice (NOV 2022)

The following TAR Clauses apply to this solicitation:

TAR 1252.201-70, Contracting Officer's Representative (NOV 2022)
TAR 1252.232-70, Electronic Submission of Payment Requests (NOV 2022)

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

(1) ***Contract financing payment*** **has the meaning given in FAR 32.001.**

(2) ***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.**

(3) ***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.**

(4) ***Invoice payment*** **has the meaning given in FAR 32.001.**

(b) ***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 considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.**

(c) ***Processing system.*** **The Department of Transportation utilizes the DELPHI system for processing invoices. The DELPHI module for submitting invoices is called** ***iSupplier.*** **Access to DELPHI is granted with electronic authentication of credentials (name & valid email address) utilizing the GSA credentialing platform** ***login.gov.*** **Vendors submitting invoices are required to submit invoices via** ***iSupplier*** **(DELPHI) and authenticated via** ***www.login.gov.***

(d) ***Invoice requirements.*** **To receive payment and in accordance with the Prompt Payment Act, all invoices submitted as attachments in** ***iSupplier*** **(DELPHI) shall contain the following:**

(1) Invoice number and invoice date.

(2) Period of performance covered by invoice.

(3) Contract number and title.

(4) Task/Delivery Order number and title (if applicable).

(5) Amount biller (by CLIN), current and cumulative.

(6) Total ($) of billing.

(7) Cumulative total billed for all contract work to date.

(8) Name, title, phone number, and mailing address of person to be contacted in the event of a defective invoice.

(9) Travel. If the contract includes allowances for travel, all invoices which include charges pertaining to travel expenses will catalog a breakdown of reimbursable expenses with the appropriate receipts to substantiate the travel expenses.

(10) The following statement "The Contractor certifies that, by submitting this invoice to the Government, the supplies and/or services billed have been shipped, rendered, or delivered in accordance with instructions issued by the ordering officer; that they are reflected in the quantities and/or period of performance stated on the invoice; and that such supplies and/or services conform to the quantity and quality requirements specified in the applicable contract, order, or blanket purchase agreement.
Furthermore, pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Contractor certifies that it is in compliance with the Equal Protection principles of the Constitution and all applicable Federal anti-discrimination laws, and acknowledges that such compliance is material to the Government's payment decision under the False Claims Act (31 U.S.C. § 3729(b)(4)). The Contractor also affirms that it does not operate any diversity, equity, and inclusion (DEI) initiatives that are inconsistent with the Equal Protection principles of the Constitution and the non-discrimination requirements of Federal law, as interpreted by the Supreme Court in Students for Fair Admissions v. Harvard, 600 U.S. 181 (2023)."

(e) ***Payment system registration.*** **All persons accessing the *iSupplier* (DELPHI) will be required to have their own unique user ID and password and be credentialed through *login.gov.***

(1) ***Electronic authentication. See www.login.gov*** **for instructions.**

(2) **To create a *www.login.gov* account, the user will need a valid email address and a working phone number. The user will create a password and then *www.login.gov* will reply with an email confirming *the email address.***

(3) iSupplier (DELPHI) registration instructions: New users should navigate to: http://einvoice.esc.gov to establish an account. Users are required to log in to iSupplier (DELPHI) every 45 days to keep it active.

(4) Training on DELPHI. To facilitate use of DELPHI, comprehensive user information is available at http://einvoice.esc.gov.

(5) Account Management. Vendors are responsible to contact their assigned COR when their firm's points of contacts will no longer be submitting invoices, so they can be removed from the system.

(f) ***Waivers.*** **For contractors/vendors who are unable to utilize DOT's DELPHI system, waivers may be considered by DOT on a case-by-case basis. Vendors should contact their Contracting Officer's Representative (COR) for procedures.**

(g) *Exceptions and alternate payment procedures.* If, based on one of the circumstances set forth in 1232.7002(a) or (b), and the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request. If DELPHI is succeeded by later technology, the Contracting Officer will supply the Contractor with the latest applicable electronic invoicing instructions.

(End of clause)

<u>The following MARAD clauses apply to this solicitation:</u>

<u>MCL.E-1</u>, DELEGATION OF INSPECTION AND ACCEPTANCE -- AUG 2005
The Contracting Officer's Representative shall be delegated the responsibility and authority to conduct inspection and acceptance duties for this contract.

<u>MCL.H-6</u>, STANDARDS OF EMPLOYEE CONDUCT -- AUG 2005
The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct,

and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.