SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES
		1 / 46

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	693JJ326R000012	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	07/02/2026	

7. ISSUED BY CODE 693JJ3

FEDERAL HIGHWAY ADMINISTRATION
OFC OF ACQUISITION AND GRANTS MGMT
1200 NEW JERSEY AVE., SE
WASHINGTON DC 20590

8. ADDRESS OFFER TO (If other than Item 7)

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in See Section L until 0900 ET (Hour) local time 08/03/2026 (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	See Section L				vivian.riboli@dot.gov amalia.rodezno@dot.gov

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
☒	A	SOLICITATION/CONTRACT FORM	1	☒	I	CONTRACT CLAUSES	22-24
☒	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
☒	C	DESCRIPTION/SPECS./WORK STATEMENT	3-7	☒	J	LIST OF ATTACHMENTS	25
☒	D	PACKAGING AND MARKING	8			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
☒	E	INSPECTION AND ACCEPTANCE	9	☒	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	26-31
☒	F	DELIVERIES OR PERFORMANCE	10				
☒	G	CONTRACT ADMINISTRATION DATA	11-17	☒	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	32-40
☒	H	SPECIAL CONTRACT REQUIREMENTS	18-21	☒	M	EVALUATION FACTORS FOR AWARD	41-44

OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____120_____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232.8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGEMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR — CODE _____ FACILITY _____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	☐ IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		

AWARD *(To be completed by government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

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

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* — ITEM

24. ADMINISTERED BY *(If other than Item 7)* CODE _____

25. PAYMENT WILL BE MADE BY CODE _____

26. NAME OF CONTRACTING OFFICER *(Type or print)*

Vivian Riboli

27. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B - Supplies or Services and Prices

B.1 CONTRACT SUMMARY

This is a non-personal services contract to provide personnel, material, equipment, services, tools, supplies, engineering, transportation, facilities, and supervision to support the **"Transportation Systems Management and Operations (TSMO) Data Initiative"** as described in Section C below.

This Request for Proposal (RFP) is being conducted as an open and full competition, and as a result of this RFP, FHWA anticipates awarding a single contract award based on the proposal deemed the best value to the Government.

Proposals will be submitted in two phases for this solicitation. The Phase I proposal submission will consist of a single Technical Capability volume. The Phase II proposal submission will include a Technical Proposal, and a Business Proposal. The Statement of Objectives for the contract is in Section C, Statement of Objectives of this RFP. All other proposal requirements are outlined in Section L, Instructions, Conditions, and Notices to Bidders.

B.2 CONTRACT PRICING

The Government anticipates award of a Firm-Fixed Price (FFP) Contract.

CLIN	Description	Type	Price
00101	Transportation Systems Management and Operations (TSMO) Data Initiative	FFP	$
		Total:	$

NOTE: The Offeror may propose a payment schedule based on completion of deliverables and Contracting Officer's Representative (COR) acceptance of tasks and/or deliverables. Payments for a percentage of completion will not be accepted.

(End of Section B)

SECTION C – Statement of Objectives

The Statement of Objectives (SOO) provides the basic, top-level objectives, and is provided in lieu of a government-written statement of work (SOW) or performance work statement (PWS). It provides potential offerors the flexibility to develop cost-effective solutions and the opportunity to propose innovative alternatives for meeting the objectives. The Federal Highway Administration's (FHWA) Office of Safety and Operations Research and Development (HRSO), in partnership with the USDOT Intelligent Transportation Systems Joint Program Office (ITS JPO), is seeking to identify and address the highest-value opportunities to remove data-related barriers to the use of Artificial Intelligence (AI) in transportation systems management and operations (TSMO).

C.1 Purpose

The purpose of this AI TSMO data initiative Research & Development (R&D) effort is to enhance the safety, efficiency, and resilience of the highway transportation system by identifying, clarifying, and addressing data-related barriers that limit the effective use of AI within TSMO. TSMO focuses on operational strategies that maximize the performance of the existing transportation system before additional capacity is required, ensuring that agencies get the most value from current infrastructure. AI in this context refers to computational methods that enable systems to sense and perceive their environment, analyze information, learn from experience, adapt to new situations, and take informed actions, including techniques such as reinforcement learning, deep learning, computer vision, large language models, and predictive analytics. By overcoming data challenges that hinder AI-enabled TSMO applications, this effort aims to unlock benefits such as improved safety, smoother and more reliable traffic flow, reduced congestion and fuel waste, cleaner air, increased economic vitality, more efficient resource use, greater mobility options, and a better balance of transportation system supply and demand.

C.2 Scope of Mission

The objectives of this AI TSMO data initiative R&D effort are to:

1. Identify the highest-priority data-related challenges limiting the use of AI in TSMO
2. Develop prototype solutions for data challenges limiting the use of AI in TSMO for at least 2 AI-TSMO use cases

The intended outcomes of this R&D effort are to:

- Help researchers within and outside USDOT focus future R&D that aims to improve transportation system management practices through the use of AI and
- Enable application developers within and/or supporting transportation agencies—the owners and operators of transportation infrastructure—to develop and deliver effective AI-based TSMO applications more quickly.

Future AI-enabling, data-focused TSMO R&D may involve, for example: the development of

TSMO benchmark data, the evaluation and comparison of various AI models, the integration of existing AI models used for TSMO use cases, or the development of Agentic AI systems where complex functions involving collaborative detection and decisions can be undertaken.

C.3 Period of Performance and Place of Performance

The Government anticipates a base period of performance of 18 months, with an optional period of an additional 6 months. In the base period, the Government expects that prioritizing use cases and data challenges will take 6 months and the subsequent prototyping will take 12 months. The work will be performed at the contractor's facilities.

C.4 Background

C.4.1 Institutional Context

The ITS JPO's AI Program seeks to advance next generation transportation systems and services for safer, and more efficient movement of people and goods by accelerating safe, secure, responsible, and value-added AI use.

The overall mission of ITS JPO's AI Program is to strategically lead research, development, deployment, and evaluation of intelligent transportation systems enabled or transformed by AI, fostering collaboration across sectors, establishing best practices, and accelerating the adoption of impactful AI technologies to address critical transportation challenges and opportunities. The ITS JPO is charged with working collaboratively across USDOT modal administrations to coordinate, plan, and execute the AI Program. The program is carried out in cooperation with State and local governments and other public entities, industry representatives, private sector firms of the United States, the Federal laboratories, and institutions of higher education.

A key focus of the ITS JPO AI Program is to develop enabling resources, tools and methods to support the implementation of AI in transportation agencies. Currently, public agencies seek to apply AI to TSMO functions such as congestion management, work zone analytics, incident detection, traveler information, freight operations, safety, etc. However, the effectiveness, scalability, and trustworthiness of AI solutions depend on the availability, quality, interoperability, and governance of the underlying data.

C.4.2 R&D Context

Multiple reviews of the practice of applying AI to TSMO have cited data challenges that inhibit the adoption of AI in this space. These reviews generally stop short of identifying or prioritizing specific data and data preprocessing challenges that are slowing the development of AI-based TSMO solutions. By their nature, the reviews do not result in specific approaches to address challenges. This R&D effort aims to accelerate the development of practical AI-based TSMO applications by building on these earlier reviews and related work.

This effort will prioritize and address data-related challenges in areas such as the following:

- availability, discovery, and quality, and completeness
- metadata standards and lineage tracking
- interoperability, fusion, and labeling schemas
- integration across public and private sources
- privacy, security, and data-sharing barriers
- testing-, evaluation, verification-, and validation (TEVV)-enabling data for AI model trustworthiness.

FHWA anticipates that methods and approaches that can advance the mission of this R&D effort by addressing data challenges such as those outlined above may include:

- Engaging State DOTs, MPOs, local agencies, transit operators, and private data providers to collect insights on current and desired TSMO applications, AI models in use, and related data challenges.
- Reviewing available literature on AI-based TSMO applications and data-related challenges impeding their development.
- Reviewing data used as inputs to TSMO applications in terms of specific sources, relevant standards, availability, granularity, quality, and metadata across agencies and regions.
- Develop prototypes (e.g., algorithms and models) to address high-priority data-related gaps and challenges faced by AI-TSMO use cases.

C.5. Performance Objectives, Goals and Outcomes

The overarching goal of this effort is to identify and prototype the highest-priority solutions to the data-related challenges limiting the application of AI to TSMO.

The major performance objectives are as follows:

- **Base Period:**
    - Develop a well and clearly reasoned prioritized list of AI use cases for TSMO—those that might deliver substantially more benefits to traveling public if certain tractable data challenges were addressed for AI model development and implementation by stakeholders, such as state DOTs, MPOs, and local traffic operators.
    - For at least two of the highest-priority AI-TSMO use cases, develop descriptions of representative use case implementations in terms of AI model type (e.g.: supervised learning; computer vision; reinforcement learning; natural language processing and large language models (LLMs); unsupervised and semi-supervised models.) and data needs for these models: scope, sources, features, quality, metadata, interoperability, lineage, privacy, and TEVV readiness.
    - Develop an inventory of national data sources that can best support the chosen AI-TSMO use cases, including gap assessments of the sources in terms of the need types outlined above (e.g., scope, features).
    - Identify the highest-priority data-related gaps and challenges produced in the preceding efforts, including but not limited data discovery; data preprocessing (e.g.,

harmonizing, cleaning, fusing, labeling, preparing), and inference data preparation for AI model evaluation.
  - Develop at least two preliminary prototypes (e.g., algorithms and models) to address high-priority data-related gaps and challenges faced by at least one AI-TSMO use case. Notes:
    - This work will be innovative, iterative, and focused on user needs. It is expected to be organized in sprints, with regular releases of draft products (including code and data).
    - This objective is assumed to take twice as much time as all preceding objectives (i.e., roughly 12 months of the 18 months in the base period).
    - Minimum viable product versions of each prototype are expected before the end of 6 months of work on this objective.
  - Develop documentation material—drafts as work progresses and a final version—for tasks listed above. At a minimum, the documentation will explain activities undertaken, the outputs produced, and the intended outcomes so that those outside the team can understand the work.
  - Support the development and use of communications materials that summarize the R&D effort and its products so that others may consider using them.

- **Optional Task:**
  - Develop
    - data or model benchmarks for the highest-priority AI-TSMO use case by leveraging the knowledge on AI models, data sources, and prototypes developed in the base period of the project
    - or
    - additional prototypes (e.g., algorithms and models) to address high-priority data-related gaps and challenges.
  - Develop documentation material describing the work in the optional period. Like documentation for the base period, the documentation for the optional period will be in draft and final versions and will cover activities, outputs, and intended outcomes at a minimum.
  - Support the development and use of communications materials that summarize the R&D effort and its products so that others may consider using them.

In consultation with the FHWA Point of Contact, the Contractor is expected to submit a management plan that will clearly meet this R&D effort's objectives.

  - Include in the plan everything that FHWA would need to understand to be confident in the plan, such as contractor staff involved in the team and their role; mechanisms for FHWA/contractor communications; contractor's understanding of the activities required and their outputs, timing, and relationship to other activities in the R&D effort; quality assurance mechanisms planned.
  - Build the plan knowing that this effort is expected to proceed iteratively, with the plan evolving as FHWA and the contractor learn.

The Contractor must hold a virtual (e.g., Google Meet) kick-off meeting to clarify and confirm the

R&D plan within two weeks of the award unless the COR agrees to a delay and provide the Kick-Off Meeting Minutes within one week after the Kick-Off Meeting.

For the Kick-Off Meeting, the Contractor must provide a Draft Management Plan. This plan must be comprehensive and include the scope, full descriptions of the tasks and deliverables, the methodology/approach expected to be employed, a schedule and timeline (e.g., Gantt chart), a management and staffing plan (including staff labor/cost distribution by task), a travel plan, the budget and hours per task, channels of communication, and risks and assumptions. The Contractor must make the Draft Management Plan available to the COR for review at least two business days prior to the Kick-Off Meeting unless the COR agrees to a delay. The COR will review the Draft Management Plan and provide comments to the Contractor, which must incorporate the feedback in a revised, Final Management Plan, which must be submitted four weeks after the Kick-Off Meeting.

Following the Kick-Off Meeting, the Contractor must coordinate biweekly or monthly progress review meetings with the FHWA COR and other personnel s/he deems fit to join to provide updates on progress, schedule, risks, and how the Contractor plans to mitigate the risks.

The Contractor is expected to exchange information as needed (by electronic means such as emails or virtual meetings) with members of other project teams supported by the JPO AI Program for the benefit of either team and/or the overall AI Program.

The Contractor must provide Monthly Progress Reports to the COR throughout the duration of the project by the 15th of the month following the reporting period. Each report must include project progress, findings, next steps, problems, and recommended actions.

(End of Section C)

SECTION D - Packaging and Marking

D.1 PACKAGING

Preservation, packing, and packaging of items for shipment shall be in accordance with best commercial practices and adequate for acceptance by common carrier for safe transportation at the most economical rates.

D.2 MARKINGS

All deliverables submitted to the Contracting Officer (CO) and the designated Contracting Officer's Representative (COR) shall be accompanied by a packing list or other suitable shipping document that shall clearly indicate the following:

(a) Contract number;
(b) Name and address of the consignor;
(c) Name and address of the consignee;
(d) Government bill of lading number covering the shipment (if any); and
(e) Description of the item/material shipped, including Deliverable Item Number (If applicable), Report Requirement, or Project Title under which the item is being delivered.

The Contractor shall take all necessary precautions to ensure that all sensitive data developed under this contract are delivered to the Government in a secure manner.

D.3 F.O.B. POINT

The F.O.B. point for any hard copy submittals and delivered items, unless otherwise directed by the Government shall be:

Federal Highway Administration
Turner-Fairbank Highway Research Center
6300 Georgetown Pike
McLean, Virginia 22101
Attn: TBD

(End of Section D)

SECTION E - Inspection and Acceptance

E.1 INSPECTION AND ACCEPTANCE

All work hereunder shall be subject to review by the Government. The COR is responsible for inspection and acceptance of all incoming shipments, documents, and services. Acceptance of the final deliverables shall be made in writing by the COR.

E.2 CLAUSES INCORPORATED BY REFERENCE

52.246-7	Inspection of Research and Development—Fixed Price	Aug 1996

(End of Section E)

SECTION F - Deliveries or Performance

F.1 PERIOD OF PERFORMANCE

The period of performance for the contract is 18 months, with an optional period of 6 months. In the base period, USDOT expects that prioritizing use cases and data challenges will take 6 months and the subsequent prototyping will take 12 months.

F.2 METHOD OF DELIVERY

Electronic copies shall be delivered using Google Workspace tools (for example, Docs, Sheets, Slides format), unless otherwise specified by the COR. Electronic submission shall be made via email, unless otherwise agreed to by the COR.

F.3 PLACE OF DELIVERY

The Contractor shall submit interim and final deliverables electronically to the COR. The Contractor shall include the contract number in the email for each deliverable.

F.4 DELIVERABLE/DELIVERY SUMMARY

CONTRACT SECTION	DELIVERABLE	FREQUENCY	# OF COPIES	MEDIUM/FORMAT

Note: Offerors will be required to provide a deliverables chart like the one above in their draft statement of work provided in their proposals.

F.5 PLACE OF PERFORMANCE

The work performed under this Contract shall be accomplished at the Contractor's facility or other Contractor-approved location unless directed otherwise in writing by the Contracting Officer.

F.6 CLAUSES INCORPORTED BY REFERENCE

52.242-15	Stop-Work Order	Aug 1989
52.242-17	Government Delay of Work	Nov 2021
52.247-34	F.O.B. Destination	Nov 1991

(End of Section F)

SECTION G - Contract Administration Data

G.1 CONTRACT ADMINISTRATION DATA

The Contractor shall provide sufficient management to ensure that this contract is performed efficiently, accurately, on time, and in compliance with the requirements of this document. Specifically, the Contractor shall designate a single program manager to oversee this contract and supervise staff assigned to this contract.

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

G.3 PAYMENT

For each FFP CLIN, the payment of the prices delineated in Section B.2 to be made after COR acceptance in writing of the applicable completed tasks and/or deliverables and receipt of a proper invoice. Proportional payments may be made based on an established Milestone Payment Schedule for work performed and accepted.

G.4 TRAVEL AND PER DIEM

Travel is not anticipated but the Contractor may be required to travel during the performance of this task order to attend meetings, workshops, conferences, training, etc. All travel requires Government approval/authorization and notification to the COR. If the Contractor is required to travel a modification will be done to the task order to provide funding for travel.

If the contract is modified to allow for travel, the Contractor shall invoice in accordance with FAR 31.205-46, Travel Costs, and Federal Travel Regulations, and must submit documentation of all travel costs.

Travel requirements under this contract shall be met using the most economical form of transportation available. All travel shall be scheduled sufficiently in advance to take advantage of offered discount rates, unless authorized by the CO.

The following web site provides information on current Per Diem rates:

https://www.gsa.gov/travel/plan-book/per-diem-rates

G.5 INVOICES

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS

(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) 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

(d) 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:

(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 billed (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.

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.

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 Delphi eInvoicing web-portal will be required to have their own unique user Delphi eInvoicing ID and password and be credentialed through login.gov.

(1) 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- to-create-an-account/

(2) 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.

(3) Agency POC's will be responsible for communicating with vendor POC's to initiate the Delphi eInvoicing account creation process. Vendor POC's who require access to the eInvoicing web-portal for invoice submission and payment tracking purposes will be required to provide their full name, 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.

If the Vendor has any general questions or issues accessing the iSupplier web-portal, please have them contact the ESC iSupplier helpdesk either at:

- https://einvoice.esc.gov/
- Call Delphi Help Desk at 1-866-641-3500, option #4, then option #3

(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 for contacting 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.

- To add new points of contacts, Vendors are to submit the name(s), email address(es) and phone number(s) to delphi_systems_access_request@dot.gov

Account Management

If a user ID becomes inactive/times out due no activity by the POC, the Vendor shall contact HCFA-10@dot.gov with the full name, title, phone number, e-mail address, and user ID of the POC to be reactivated. To prevent being timed out due to no-activity, users should login once within 45 days of their last login.

Waivers

The Department of Transportation Financial Management officials may, on a case-by-case basis, waive the requirement to register and use the DELPHI eInvoicing System. Waiver request forms can be obtained on the DELPHI eInvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html) or by contacting the COR. All Vendors must explain why they are unable to use or access the Internet to register and enter payment requests.

All waiver requests shall be sent via mail to:

Director of the Office of Financial Management US Department of Transportation, B-30
Office of Financial Management, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or electronically to: DOTeInvoicing@dot.gov

The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.

If a Vendor is granted a Waiver, Requests for Advance or Reimbursement and required supporting documents, shall be sent via regular U.S. Postal Service to the following address:

Federal Highway Administration Invoice Processing
P.O. Box 268865
Oklahoma City, OK 73126-8865
Attention: HCFA-21

Invoices submitted via an overnight service must use the following physical address:
MMAC

FHWA/AMZ-150
6500 MacArthur Blvd. Oklahoma City, OK 73169
Attention: (Accounting Technician)

Express Delivery Point of Contact: Lead Account Technician, 405-954-8252

All invoices, regardless of submission method, must identify the Contract Specialist as the invoicing point of contact.

Final Invoices

For firm-fixed-price (FFP) contracts where supplies are delivered or services are performed, the final invoice is not subject to further contract settlement actions between the Government and the Contractor.

G.6 TECHNICAL DIRECTION

Performance of the work under this contract is subject to the Technical Direction of the Contracting Officer's Representative (COR).

The term "Technical Direction" is defined to include, without limitation, the following:

(a) Direction to the Contractor which redirects the efforts, shifts work emphasis between work areas, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the Statement of Work;
(b) Provision of information to the Contractor that assists in the interpretation of drawings, specifications or technical portions of the work description; and,
(c) Review and approval/rejection of technical reports, drawings, specifications and technical information to be delivered by the Contractor.

All Technical Direction must be within the general scope of work stated in the contract. The COR do not have the authority to and may not issue any Technical Direction that:

(a) constitutes an assignment of additional work outside the general scope of the base contract;
(b) constitutes a change as defined in the base contract clause entitled "Changes";
(c) in any manner causes an increase or decrease in prices set forth in Section B; or
(d) changes any of the expressed terms, conditions or specifications of the contract.

All Technical Direction must be issued in writing or shall be confirmed in writing by the COR or within 3 working days after issuance. The Contractor shall proceed promptly with the performance of duly issued Technical Directions. However, if in the opinion of the Contractor, the direction issued by the COR is within one of the prescribed categories in (a) through (d) above, the Contractor shall not proceed, but shall notify the Contracting Officer in writing, within 3 working days after receipt of any such direction. The Contracting Officer will determine if the Technical Direction is proper, or if a contract modification would be required to properly implement the direction. Failure of the parties to agree upon the nature of the direction or upon

the contract action to be taken with respect thereto shall be subject to the clause included in Section I entitled "Disputes."

G.7 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work delivered under this contract.

(b) The Contracting Officer has designated **TBD** as the Contracting Officer's Representative for this award. The COR's responsibilities shall include technical monitoring of the Contractor's performance on the overall contract award and inspecting and accepting deliveries under the contract. The COR shall be appointed in writing, at which time ALL of the responsibilities of the COR shall be detailed, and a copy of the appointment memorandum shall be furnished to the Contractor. Any changes to the COR delegation shall be made in writing through modification to this contract and changes to the existing memorandum or by issuance of a new appointment memorandum. Copies of any changes shall be provided to the Contractor.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

(1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
(2) Waive or agree to any modification of the delivery schedule;
(3) Make any final decision on any contract matter subject to the Disputes Clause;
(4) Terminate, for any reason, the Contractor's right to proceed, or issue any order causing the Contractor to stop work; or
(5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers having been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR, if applicable, has taken an action or has issued direction (written or oral) that the Contractor considers exceeding the COR appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

G.8 CONTRACTOR SUPERVISION

The Contractor shall provide total supervision of its staff. Government personnel are not authorized or permitted to supervise any Contractor personnel. The Contractor's Program Manager (PM) for this contract shall communicate with the COR to determine the Government's work requirements as set forth in the SOW and shall assure that these requirements are fulfilled. In the event the designed PM is incapacitated due to illness or injury or otherwise is to be removed by the Contractor during the contract performance, replacement of the incumbent PM shall be subject to the approval of the CO.

G.9 LIABILITY

The Government cannot indemnify the Contractor or its subcontractor(s) from liability as a result of the performance of work under this contract. Therefore, the Contractor is required to obtain adequate property, vehicle and liability insurance during the entire period of performance, as appropriate, in accordance with the clause at FAR 52.228-7, which is incorporated into this contract in Section I. Evidence of such insurance must be submitted to the Contracting Officer as a condition of award.

(End of Section G)

SECTION H - Special Contract Requirements

H.1 NON-PERSONAL SERVICES CONTRACT

This contract is a non-personal services contract as defined in the FAR at subpart 37.001. It is understood and agreed that the Contractor and/or Contractor's employees and subcontractors:

(1) shall perform the services specified herein as independent Contractors, not as employees of the government;
(2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract;
(3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the services specified; but
(4) shall, pursuant to the government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer, as is necessary to ensure accomplishment of the contract objectives.

H.2 PROCUREMENT AUTHORITY

The Federal Highway Administration, Office of Acquisition and Grants Management, is the only office and agency that is authorized to modify, suspend, or terminate performance under this contract. The CO is the only individual authorized to perform these functions.

H.3 REQUIREMENTS FOR IMPLEMENTING SECTION 508 STANDARDS

NOTE: The following applies to all FHWA contracts and assistance agreements containing Information and Communication Technology (ICT) as a deliverable.

In addition to the work requirements specified in this Statement of Work, the Contractor shall ensure that all ICT deliverables meet the requirements of Section 508 of the Rehabilitation Act and the ICT Final Standards and Guidelines (508 Refresh) at 36 CFR Part 1194.

As defined in the 508 Refresh, at 36 CFR Part 1194, Appendix A, E103.4, ICT is "Information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples of ICT include but are not limited to: computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; Web sites; videos; and, electronic documents."

Section 508 requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments.
Applicable Standards:

- Appendix A to Part 1194 – Section 508 of the Rehabilitation Act: Application and Scoping Requirements
- Appendix B to Part 1194 – Section 255 of the Communications Act: Application and Scoping Requirements
- Appendix C to Part 1194 – Functional Performance Criteria and Technical Requirements

Section 508 Refresh standards are available at https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh.

The Contractor shall adhere to the terms and requirements in FHWA Form 4260 Section 508 Information and Communication Technology (ICT) Conformance Criteria for Section 508 conformance. The Conformance Criteria document does not need to be completed when submitting a deliverable.

H.4 POST-AWARD EVALUATION OF CONTRACTOR PERFORMANCE

(a) Annual interim and final evaluations of Contractor performance will be prepared on this contract in accordance with FAR 42.1102 and TAM 1242.1502. The final performance evaluations will be prepared at the time of completion of work.

(b) The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The Contractor will be permitted 60 calendar days to respond. Contractor response is voluntary. If the Contractor does not respond within 60 days, the Government will presume that the Contractor has no comment. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the CO, whose decision is final.

(c) Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

The Federal Highway Administration utilizes the Contractor Performance Assessment Reporting System (CPARS) to record and maintain past performance information. CPARS is used to document Contractor performance information that is required by Federal Regulations.

CPARS reference material can be accessed at http://www.cpars.gov/.

The registration process requires the Contractor to identify an individual that will serve as a primary contact. This individual will be authorized access to the evaluation for review and comment. In addition, the Contractor is encouraged to identify a secondary contact in the event the primary contact is unavailable to process the evaluation within the required 60-day time period. After the FHWA Contract Specialist registers the contract in CPARS, the Contractor will receive a system generated e-mail notifying him/her that the contract is registered. A system generated e-mail will also provide the Contractor with a User ID if the person does not already have a CPARS User ID.

Once a performance evaluation has been prepared and is ready for comment, the Contractor

representative will receive a system generated e-mail notification that the performance evaluation is electronically available for review and comment. The Contractor representative will receive an automated e-mail whenever an assessment is completed and can subsequently retrieve the completed assessment from CPARS.

Contractors may access evaluations at http://www.cpars.gov/ for review and comment in CPARS.

H.5 GOVERNMENT FURNISHED OR CONTRACTOR ACQUIRED PROPERTY

Equipment provided by the Government or acquired by the Contractor for the performance of work under this contract shall be maintained and accounted for in accordance with the provisions of FAR Part 45. At the conclusion of the contract, all equipment provided by the Government to the Contractor shall be returned to the Government in the same condition as when provided to the contractor, less normal wear and tear. The Contractor is responsible for transporting all equipment to FHWA, F.O.B Destination, at the conclusion of the contract.

H.6 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. The COR and the CO shall be afforded the opportunity to review all Contractor communications and/or correspondence with the media regarding this effort at least 72 hours prior to public release. An electronic copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer, and the COR.

Note to Offerors: Offerors that are educational institutions will be subject to the TAR clause 1252.242-70 Dissemination of Information – Educational Institutions (OCT 1994) in lieu of H.13. Any resulting contract to an educational institution will reflect deletion of H.6 and insertion of 1252.242-70.

H.7 ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER

An acknowledgment of FHWA support and a disclaimer must appear in any publication of any material, whether copyrighted or not, based on or developed under this order in the following terms:

"This material is based upon work supported by the Federal Highway Administration under contract number [*filled in at award*]."

Additionally, all materials must contain the following statement:

"Any opinions, findings and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the Federal Highway Administration."

H.8 SOURCE CODE FOR SOFTWARE

Notwithstanding any other clause in this contract, the FHWA will have "unlimited rights," as that term is defined in FAR 27.401, in the software and source code delivered under this contract. As a result, the FHWA may modify and distribute the software and source code to the public without restriction.

H.9 CONTRACTOR LIABILITY

The Contractor shall protect, defend, indemnify, save, and hold harmless the United States Government and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgments and liability arising out of, or in connection with, any negligent acts or omissions of the Contractor, its agents, subcontractors, employees, assignees, or anyone for whom the Contractor may be responsible. The Contractor shall also be liable for any and all costs, expenses and attorney's fees incurred as a result of any such claim, demand, cause of action, judgment or liability, including those costs, expenses, and attorney's fees incurred by the United States Government and its employees or agents. The Contractor's liability shall not be limited by any provision or limits of insurance set forth in the resulting contract.

(End of Section H)

SECTION I - Contract Clauses

I.1 52.252-2 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/far/

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)
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Sept 2025)
52.204-13	System for Award Management - Maintenance (Sept 2025)
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Or Proposed for Debarment. (Jan 2025)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Sept 2025)
52.215-2	Audit and Records - Negotiation (Oct 2025)
52.215-8	Order of Precedence - Uniform Contract Format (Oct 2025)
52.215-14	Integrity of Unit Prices (Nov 2021)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)
52.219-8	Utilization of Small Business Concerns (Oct 2025)
52.219-28	Post-Award Small Business Program Representation (Oct 2025)
52.222-3	Convict Labor (Sept 2025)
52.222-35	Equal Opportunity for Veterans (Sept 2025)
52.222-36	Equal Opportunity for Workers with Disabilities (Sept 2025)
52.222-37	Employment Reports on Veterans (Sept 2025)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Sept 2025)
52.222-50	Combating Trafficking in Persons (Sept 2025)
52.222-54	Employment Eligibility Verification (Jan 2025)
52.222-90	Addressing DEI Discrimination by Federal Contractors (Apr 2026)
52.226-7	Drug-Free Workplace (May 2024)
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)

52.227-1 Authorization and Consent (Jun 2020) Alternate I (April 1984)
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)
52.227-3 Patent Indemnity (Apr 1984)
52.227-14 Rights in Data-General (May 2014)
52.227-16 Additional Data Requirements (Jun 1987)
52.229-3 Federal, State, and Local Taxes (Feb 2013)
52.232-2 Payment under Fixed-Price Research and Development Contracts (Apr 1984)
52.232-8 Discounts for Prompt Payment (Feb 2002)
52.232-11 Extras (Apr 1984)
52.232-17 Interest (May 2014)
52.232-23 Assignment of Claims (May 2014)
52.232-25 Prompt Payment (Jan 2017)
52.232-33 Payment by Electronic Funds Transfer - System for Award Management (Oct 2018)
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 (Sept 2025)
52.233-3 Protest After Award (Sept 2025)
52.233-4 Applicable Law for Breach of Contract Claim (Sept 2025)
52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.237-3 Continuity of Services (Jan 1991)
52.240-91 Security Prohibitions and Exclusions. (Sept 2025)
52.242-5 Payments to Small Business Subcontractors (Jan 2017)
52.242-13 Bankruptcy (Jul 1995)
52.243-1 Changes - Fixed-Price (Jul 2025) Alt V (Jul 2025)
52.244-6 Subcontracts for Commercial Products and Commercial Services (Oct 2025)
52.249-2 Termination for Convenience of the Government (Fixed-Price) (Apr 2012)
52.249-9 Default (Fixed-Price Research and Development) (Apr 1984)
52.253-1 Computer Generated Forms (Oct 2025)

TRANSPORTATION ACQUISITION REGULATION (48 CFR 12) CLAUSES

1252.201-70 Contracting Officer's Representative (Nov 2022)
1252.223-73 Seat Belt Use Policies and Programs (Nov 2022)
1252.232-70 Electronic Submission of Payment Requests (Nov 2022)
1252.235-70 Research Misconduct (Nov 2022)
1252.242-72 Dissemination of Contract Information (Nov 2022)

I.2 CLAUSES INCORPORATED BY FULL TEXT

52.252-6 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 clause with an authorized deviation is indicated

by the addition of "(DEVIATION)" after the name of the regulation.

TAR 1252.237-73 KEY PERSONNEL (Nov 2022)

(a) The personnel as specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, as appropriate.

(b) Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the contracting officer, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to enable the contracting officer to evaluate the potential impact of the change on the contract. The Contractor shall not remove or replace personnel under this contract until the Contracting Officer approves the change.

The Key Personnel under this contract are:

Labor Category	Name

I.3 PRINTING RESTRICTIONS

All printing funded by this agreement must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

(End of Section I)

SECTION J - List of Exhibits

None

(End of Section J)

SECTION K - Representations, Certifications, and Other Statements of Offerors

K.1 FEDERAL PROCUREMENT DATA

Provide the information requested below:

(a) UEI Number:
(b) Taxpayer Identification Number:
(c) Home Office Congressional District:
(d) Business size & type [e.g., HUBZone, SDVOSB, WOSB etc.]:

K.2 PROVISIONS BY REFERENCE TEXT

52.215-1 Instructions to Offerors-Competitive Acquisition. (Sept 2025)
52.240-90 Security Prohibitions and Exclusions Representations and Certifications. (Sept 2025)

K.3 PROVISIONS BY FULL TEXT

52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (Sept 2025)

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

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) *Representation*. The Offeror represents that-

(1) It □ is, □ is not an inverted domestic corporation; and
(2) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-5 Certification Regarding Responsibility Matters. (Sep 2025)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(1) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(2) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has □ has not □, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Sept 2025)

(a) The Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that–

(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.209-13 Violation of Arms Control Treaties or Agreements-Certification. (Sept 2025)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) *Certification*. [*Offeror shall check either (1) or (2).*]

__ (1) The Offeror certifies that–

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available athttps://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

__ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.
(ii) An inability to conclude compliance.
(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

(End of Section K)

SECTION L Instructions, Conditions, and Notices to Bidders

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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: https://www.acquisition.gov/far

52.204-7	System for Award Management	Sept 2025
52.215-1	Instructions to Offerors - Competitive Acquisition	Oct 2025

L.2 CLAUSES INCORPORATED IN FULL TEXT

52.216-1 TYPE OF CONTRACT (OCT 2025)

The Government contemplates award of a Firm-Fixed-Price Contract.

52.233-2 SERVICE OF PROTEST (SEP 2025)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Director, Office of Acquisition and Policy Oversight
Federal Highway Administration
Office of Acquisition and Grants Management (HCFA)
1200 New Jersey Avenue, SE
Washington, DC 20590

(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO. An electronic copy shall also be submitted via email to: HCFA-10_PSR@dot.gov.

L.3 INSTRUCTIONS FOR PREPARATION FOR PROPOSALS

Clarity and completeness are of the utmost importance in the proposal. With the exceptions of the responsibility determination and past performance evaluations, only material contained within the proposal will be considered in the source selection evaluation and selection process. This RFP is written in the Uniform Contract Format described in FAR section 15.109. Offerors are encouraged to familiarize themselves with the Uniform Contract Format. This will facilitate

your understanding of the terms and conditions of this solicitation, these instructions and the source selection process.

Proposals are requested under two phases for this RFP. The Phase I proposal submission will consist of Phase I - Volume I Technical Capability. The Phase II proposal submission will include Phase II - Volume II Technical Proposal and Volume III – Business Proposal. The Phase II Technical Proposal shall not include any cost or pricing information.

Upon the conclusion of the Phase I evaluation process, the Contracting Officer will issue an electronic advisory notice to all Offerors. This correspondence will provide the Government's formal recommendation regarding the Offeror's participation in the Phase II proposal submission.

Entities receiving the highest ratings for Volume I will be encouraged to advance to Phase II of this procurement. Conversely, those not classified among the top tier will be informed of their low probability for success.

Such guidance is provided to reduce unnecessary proposal costs for firms unlikely to secure a contract. Notably, this notification serves as a recommendation; Offerors advised against proceeding retain the right to submit Phase II materials. Participation in Phase I is a mandatory prerequisite for further eligibility; late or missing initial submissions will result in the immediate disqualification of the offeror from this Solicitation.

L.4 COMPETITION REQUIREMENTS

This requirement is being solicited as a full and open competition. The Government intends to award a single contract as a result of this solicitation.

L.5 PROPOSAL FORMAT

The format of the proposal volumes discussed below shall be as follows: (Email size must not exceed 25 MB.)

(a) Proposals shall be formatted for 8½ x 11-inch paper. The electronic documents shall be in Adobe PDF format, or Microsoft Excel as applicable.
(b) Text shall be formatted using a Times New Roman or Arial font, size no less than 12-point font.
(c) Page margins (exclusive of headers and footers) shall be a minimum of 1inch top, bottom and each side. Columns shall not be used as they are difficult to read electronically.
(d) Footnotes, legends, or labels associated with tables or diagrams, and other information that is ancillary to the main text, may be presented in a font size smaller than 12-point font---provided that any such smaller font is fully legible.
(e) The subject line must read: “Proposal for 693JJ326R000012”.
(f) Page Limits for proposal volumes shall adhere to the page count limitations listed below. The page limit includes all narrative, figures, tables, appendices, and all other ancillary materials.

(g) The following items do NOT count against the proposal page limitations: Proposal covers, cover letters, title pages, divider pages, tables of contents, lists of acronyms, and resumes. Cover letters are limited to one page.

NOTE TO OFFERORS: The FHWA requests offerors to submit a proposal in the form of one electronic (email) copy (see chart below). Do not Zip files.

L.6 PROPOSAL CONTENT AND CONFIGURATION

Proposal volumes shall be organized and divided into the following sections:

Phase	Volume/Title	Proposal Part	Page Limitations
I	Vol I Technical Capability	I – Cover Information and Table of Contents	1 Page
		II – Technical Capability and Understanding	4 Pages
		III – Corporate Experience	3 Pages
II	Vol II Technical Proposal	I – Cover Letter and Table of Contents	2 Pages
		II – Technical Approach including SOW	15 Pages
		III – Management Approach	5 Pages
		IV – Resumes of Key Personnel	2 Pgs Per Resume
	Vol III Price Proposal	I – Cover Letter and Table of Contents	2 Pages
		II – Past Performance	5 Pages
		III – Price Information	No Page Limit
		IV – Subcontracts/Consultants	
		V – Other Financial / Organizational Information	

NOTE TO OFFERORS:
- Proposals will be reviewed for compliance with page limitations. Pages exceeding the page limitations will be eliminated from evaluation.
- Offerors must disclose in the cover letter the use of any AI tools in the development of their proposal and must certify that all information presented in the proposal is accurate and verified.

PHASE I - VOLUME I – TECHNICAL CAPABILITY

Volume I shall be provided in one Adobe PDF document.

I. Cover Information (1 page)
- Company name
- Solicitation number
- Phase and volume title
- Lead Organization
- Principal Investigator / Project Lead (name, title, contact info)
- Date of Submission

II. Technical Capability and Understanding (4 pages) (Factor 1)

The Offeror shall:

- Describe your understanding of the project objectives and present a methodology framework for meeting all technical requirements,
- Detail teaming arrangement providing team qualifications/expertise,
- Identify the facilities and resources available to support the project.

III. Corporate Experience (3 pages) (Factor 2)

The Offeror shall:

- Provide a three-page summary of the Offeror's corporate experience to demonstrate the mandatory requirement: Five or more years of TSMO data processing experience, evidenced by successfully executed projects. Each description must contain the customer's contact information, contact number with agency or business name, total value, narrative of work performed by the Offeror or proposed subcontractor, and the period of performance. Corporate Experience will be determined to be "recent" if it is from within the last five years. Corporate Experience will be determined "relevant" if the example involves work that is the same or similar in nature, size, and complexity to the services being procured under this solicitation.

PHASE II - VOLUME II - TECHNICAL PROPOSAL

Volume II shall be provided in one Adobe PDF document. The Offeror shall indicate in Volume II of the proposal, the name(s) and title(s) of the person(s) who wrote the proposal and their relationship to the offering organization.

I. Cover Letter and Table of Contents (2 pages)

- Company name
- Solicitation number
- Phase and volume title
- Date of Submission
- Company name, address, CAGE, UEI, and TIN
- Offeror's point of contact information (name, address, phone number, and email address)
- Subcontractors or teaming partners that conduct at least 20% of the overall proposed work must be listed to include their UEI and TIN
- A statement confirming the proposal validity period of 120 days

II. Technical Approach (15 pages) (Factor 3)

The Offeror shall:

- Describe your technical approach to performing the work. This must include a detailed Statement of Work (SOW) that clearly demonstrates how your team will execute the required tasks.

- Detail your proposed data-centric AI approaches. Demonstrate how these approaches are conducive to deployment across existing multiple datasets or repositories and ensure they clearly align with all project requirements.
- Provide a reliable plan for soliciting feedback from relevant stakeholders, including State DOTs, MPOs, local agencies, transit operators, and private data providers, and detail how this feedback will be used to iteratively enhance your technical approaches.
- Demonstrate that your proposed technical solutions are realistic and feasible within the given time and budget constraints. Support your claims with concrete evidence and relevant expertise.
- Provide effective metrics through which success of each objective can be evaluated.
- Detail the innovative and creative approaches their team will utilize to address specific project challenges and achieve the desired project objectives.
- Provide a Risk Management approach that demonstrates a clear understanding of the specific technical, financial, and organizational risks likely to be encountered during the execution of this project. Detail the specific methodologies, plans, and actions the team will implement to successfully manage and mitigate these identified risks.

III. Management Approach (5 pages) (Factor 4)

The Offeror shall detail the qualifications, organizational structure, and capabilities of the proposed personnel by providing the following:

- Describe how the proposing personnel brings a collaborative partnership of research and development rigor and practical expertise.
    - Clearly define the roles, well-coordinated responsibilities, and structure of this multidisciplinary group.
    - Demonstrate that the personnel possess the proven qualifications, experience, and capacity to successfully complete all technical work.
- Detail the innovative and creative approaches the team will utilize to address specific project challenges and achieve the desired project objectives.
- Provide resumes for Key Personnel only.

<u>PHASE II - VOLUME III – PRICE PROPOSAL (Factors 5 and 6)</u>

I. Cover Letter and Table of Contents (2 pages)

- Company name
- Solicitation number
- Phase and volume title
- Date of Submission
- Company name, address, CAGE, UEI, and TIN
- Offeror's point of contact information (name, address, phone number, and email address)
- Subcontractors or teaming partners that conduct at least 20% of the overall proposed work must be listed to include their UEI and TIN
- A statement confirming the proposal validity period of 120 days

II. Past Performance (Factor 5) (5 pages)

The Offeror shall describe their relevant past performance within the past five years on projects of similar size, scope and complexity to the work required under this RFP. Each description must contain the customer's contact information, contact number with agency or business name, total value, narrative of work performed by the Offeror or proposed subcontractor, and the period of performance. Past Performance will be determined to be "recent" if it is from within the last five years. Past Performance will be determined "relevant" if the performance involves work that is the same or similar in nature, size, and complexity to the services being procured under this solicitation.

Note: Both independent data and data provided by Offerors in their proposals may be used by the Government to evaluate offeror past performance. However, the burden of providing thorough, complete, and current past performance information as requested in this paragraph remains with the Offerors.

II. Price Information (Factor 6)

a. Executed Standard Form 33 (from RFP cover page) is to be used as the cover sheet (or first page) of this volume. The Offeror shall fill out blocks 12 through blocks 18 accordingly. The Offeror's Legal Name and Address in Block 15A on the SF33 must match the information for the Offeror in SAM.GOV at http://www.sam.gov, including the corresponding Commercial and Government Agency (CAGE) Code Number and Unique Entity Identification (UEI) Number.

    - Signature Authority – The person signing the Standard Form (SF) 33 must have the authority to commit the Offeror to all the provisions of the proposal, fully recognizing that the Government has the right, by terms of the Solicitation, to make an award without discussion if it so elects.
    - Acceptance Period – The acceptance period entered on the executed SF 33 shall not be less than 180 days.
    - If any amendments to the solicitation are issued, the Offeror must acknowledge each amendment number and date in Block 14 of the SF 33. **Failure to provide the signed SF33 and acknowledge an amendment may be reason to reject/remove the proposal.**
    - Discounts for prompt payment will not be accepted. Offerors shall not propose discounts for prompt payment.

b. Price and Price Breakdowns. Offerors must provide a firm-fixed price for their proposed solution. The Offeror's price proposal must include the total price for each of their proposed tasks. The Offeror must also provide a complete list of the labor categories, including the hours for each labor category and their corresponding fully loaded hourly rates (which should include all cost elements, such as salary, benefits, overhead and profit), for each task and for the total period of performance of the contract.

c. Milestone Payment Schedule. Unless the Offeror proposes a Milestone Payment Schedule, payments will only be made once services are completed and all final deliverables are received. If the Offeror wishes to receive interim payments, the Offeror must provide a proposed milestone payment schedule, which may include payments for draft and final deliverables. Milestone payments based on a percentage of work completed will not be accepted.

III. Subcontracts / Consultants

If subcontractors and/or individual consultants will be used in carrying out the requirements of this project, the following minimum information concerning the subcontractor shall be furnished:

a. Name and address of the subcontractor or consultant. In addition, the UEI number, point of contact, size standard, etc.)
b. Identify the individual's name, positions and the portion of work to be conducted by the subcontractor or consultant.

NOTE: The Offeror is responsible for performing a price analysis on all their proposed subcontractors/consultants in accordance with FAR 15.404-8. *A price analysis report must accompany each named subcontractor/consultant as defined at FAR 15.404-8.*

IV. Other Financial / Organizational Information

The Offeror shall provide the required organization information. In addition, the offeror shall provide the following information:

a. Terminated Contracts - List any contract that was terminated for default within the past 5 years. Indicate any cure notices within the last three years and explain the circumstances in each instance. Briefly explain the circumstances in each instance.
b. A completed copy of Section K in this RFP, if the Offeror is not registered and completed their representations and certifications in the System for Award Management.
c. Conflicts of Interest - The Offeror shall provide a brief statement in its proposal that describes in a concise manner all past, present or planned organizational, contractual or other interest(s), which may affect the Offeror's ability to perform the proposed contract in an impartial and objective manner. The Contracting Officer will review the statement and may require additional relevant information from the Offeror. In accordance with FAR Subpart 9.5, all such information, and any other relevant information known to DOT, will be used to determine whether an award to the Offeror may create an actual or potential conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may; 1. disqualify the Offeror, or 2. determine that it is otherwise in the best interest of the United States to contract with the Offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.
d. The Offeror shall state that they agree to all terms and conditions of the model contract of this solicitation, which consists of the RFP Sections A through J, including all documents, exhibits, and all other attachments that are incorporated therein by reference and made a part thereof, or provide an explanation for any exceptions.

e. Subject to FAR 52.222-37, Offerors shall state that they have submitted the most recent annually VETS-4212 report(s). The Offeror shall provide a copy of the Department of Labor automated email confirmation of the submittal. This confirmation notification will be used as verification of submission.
f. Identify an individual that will serve as a primary contact to receive and review Past Performance Evaluations in Contractor Performance Assessment Reporting System (CPARS). Include the individual's name, title, email address, mailing address, and phone number.

L.7 PROCUREMENT INTEGRITY ACT REQUIREMENTS

In accordance with FAR 52.215-1(e) and FAR 3.104-5, Offerors shall put the following notice on the top of each copy of their proposal:

This proposal shall be used and disclosed for evaluation purposes only, and a copy of this Government notice shall be applied to any reproduction or abstract, thereof. Any authorized restrictive notices that the submitter places on this proposal shall also be strictly followed. Disclosure of this proposal outside the Government for evaluation purposes shall be made only to the extent authorized by, and in accordance with law.

L.8 QUESTIONS

All questions concerning the RFP shall be submitted electronically the Contracting Officer via email at Vivian.Riboli@dot.gov and cc: Amalia.Rodezno@dot.gov no later than **9AM Eastern Time (ET) on July 20, 2026** in order for responses to all reasonable questions to be conveyed in a timely manner.

Offerors shall direct all communications to the attention of the Contracting Officer cited above. Communications with other officials may compromise the competitiveness of this acquisition and result in the disqualification of the offeror and/or cancellation of the solicitation.

Format for Questions: Each prospective Offeror e-mailing questions to the Contracting Officer should attempt to state each question in such a way that the Offeror would have no objection to the FHWA's publishing that precise question (and its answer) in a formal Amendment to the RFP on SAM. That is, each prospective offeror shall not word questions in such a way that the publication of that question (and its answer) would not divulge any information that the prospective offeror considers to be proprietary or confidential.

This RFP is being transmitted electronically. Offerors are reminded that if you download copies of this or any other solicitation you will not automatically receive amendments to those solicitations. It is your responsibility to check back frequently to the download source to see if any amendments have been issued to the solicitation. All amendments will be posted to and downloadable from https://www.sam.gov.

L.9 IMPORTANT DELIVERY INFORMATION

Phase I proposals must be received by **9AM ET on August 3, 2026**. Failure to furnish all information required in this RFP may result in your proposal being considered non-responsive.

Phase I proposals shall be transmitted via email to the following email address: Vivian.Riboli@dot.gov and cc: Amalia.Rodezno@dot.gov

Phase II proposals due date and instructions will be provided in the Government's advisory notification of Phase I evaluation.

The timeliness of a proposal is determined by the time of receipt and not just the time submitted. It is the Offeror's responsibility to ensure that the proposal submission email is received, not just submitted to, at the email address listed above by the designated cut-off date and time. Proposals received after the specified due date and time will be considered as late, in accordance with FAR 15.208. Early submission is encouraged.

NOTE TO OFFERORS: The Government intends to, but does not guarantee, confirm receipt of proposals. In the event a proposal is considered late the Government will respond in accordance with FAR 15.208.

This is an electronic procurement. Paper solicitation will not be sent. Hard copies of the proposal will not be accepted. Please reference the RFP number on all correspondence including the subject line of any e-mails related to this procurement.

L.10 AWARD

Until a formal notice of award is issued, no communication by the Government either written or oral shall be interpreted as a promise that an award will be made.

The Contracting Officer is the only individual who can legally commit or obligate the Government to expend public funds. No cost chargeable to the proposed Contract can be incurred before receipt of a fully executed Contract or specific written authorization from the Contracting Officer.

As stated in provision FAR 52.215-1 (f)(4), the Government expects to award after review of the Phase II proposals without negotiations. Therefore, your initial offer should contain your best terms from a price and technical standpoint.

(End of Section L)

SECTION M - Evaluation Factors for Award

This acquisition is being conducted under FAR subpart 15.2. The Government will utilize a multi-phase advisory notification procedure for the evaluation of offers.

M.1 BEST VALUE EVALUATION

(a) Award will be made to the offeror: whose proposal conforms to the solicitation requirements; who is determined responsible in accordance with FAR Subpart 9.1 by possessing the financial and other capabilities to fulfill the requirements of the contract; and whose proposal is evaluated by an integrated assessment of cost/price and non-price evaluation factors, to provide the best value to the Government.

(b) Evaluation of Proposals

In Phase I of the evaluation, the Government will evaluate proposals based upon Factor 1 - Technical Capability and Factor 2 – Corporate Experience. As part of evaluation, the Government intends to issue an advisory notification after Phase I of the proposal evaluations. In the advisory notification, Offerors whose proposal was not among the most highly rated will receive an advisory notification that it is unlikely that their proposal will be selected for award, and that the Government does not recommend that they submit a Phase II proposal. Offerors are not prohibited from submitting a Phase II proposal based upon the Government's advisory notice. In Phase II of the evaluation, the Government will evaluate proposal based upon Factor 3 – Technical Approach, Factor 4 – Management Approach, Factor 5 – Past Performance, and Factor 6 – Price.

After Phase II of the evaluation, the basis for award will utilize a best-value decision developed from a trade-off analysis, considering the evaluation of factors from both Phase I and Phase II. For the trade-off analysis, the Technical Capability, Corporate Experience, and Technical Approach (Factors 1, 2 and 3), Management Approach (Factor 4), and Past Performance (Factor 5) will be utilized as the technical/non-price related factors in the analysis and are listed above in descending order of importance. All non-price factors, when combined, will be significantly more important than Price (Factor 6). If two or more proposals are determined not to have any substantial technical differences (i.e., are technically equivalent), an award may be made to the lower-priced proposal. However, an award may also be made to other than the lowest priced proposal if the Government determines that a higher price is warranted due to technical merit denoted in the evaluation. The Government may also award to other than the highest technically rated proposal, if the Government determines that a higher price is not the best value.

Offeror's proposals will be reviewed for page limitations. Pages exceeding the page limitation will be eliminated from evaluation. Technical proposals will be rated High Confidence, Some Confidence, and Low Confidence while Past Performance will be rated Acceptable, Unacceptable, or Neutral.

A proposal receiving a Technical/Management rating of "Low Confidence" will be removed from further consideration for award or continued evaluation and the Offeror will be notified

accordingly.

(c) All offers received will be evaluated in accordance with the stated evaluation factors. **The Government intends to make an award without negotiations based solely upon Phase I and Phase II proposals.** Therefore, Offerors should ensure that their initial proposal constitutes their best offer in terms of both cost/price and the technical solution being proposed. Notwithstanding, the Government reserves the right to hold negotiations if determined to be in the Government's best interest to do so.

(d) Negotiations/Final Proposal Revisions. If discussions are held, the Contracting Officer will establish a competitive range comprised of the most highly rated proposals. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly- rated proposals. Only those Offerors in the competitive range will be offered an opportunity to participate further in the procurement.

(i) The Contracting Officer will engage in negotiations with all offerors in the competitive range in accordance with FAR 15.204-1. At the conclusion of negotiations, a final common cut-off date for submission of final proposal revisions will be established. Those Offerors remaining in the competitive range will be invited to submit Final Proposal Revisions.

(ii) Final Evaluation of Offers. A final proposal evaluation will be performed after receipt of Final Proposal Revisions.

M.2 EVALUATION CRITERIA

The following evaluation phases and evaluation factors will be used for this procurement:

Phase I:

- Factor 1 – Technical Capability and Understanding
- Factor 2 – Corporate Experience

Phase II:

- Factor 3 – Technical Approach
- Factor 4 – Management Approach and Resumes
- Factor 5 – Past Performance
- Factor 6 – Price

<u>Phase I – Factors</u>

Factor 1 – Technical Capability and Understanding

The Government will evaluate each Offeror's proposal response to the requirements based on the

degree of clarity, detail, effectiveness, efficiency, feasibility, and relevancy and the benefits of its Technical Approach, taking into consideration the following:

- The Offeror's demonstrated understanding of the objectives of the SOO, the proposed methodology framework's innovation and potential to succeed, and the ability to meet all technical requirements.
- The depth, relevance, and technical qualifications of the proposed team, and the team's expertise in relation to the project requirements.
- The adequacy, availability, and suitability of the facilities and resources identified to support the project.

Factor 2 – Corporate Experience

The Government will evaluate the Offeror's Corporate Experience to assess their ability to successfully perform the required services. The evaluation will be based on the Offeror's three-page summary and will assess the following:

- **Mandatory Experience:** Whether the Offeror demonstrates five or more years of successfully executed TSMO data processing experience.
- **Recency**: Whether the submitted projects were performed within the last five years.
- **Relevancy**: The extent to which the submitted projects are the same or similar in nature, size, and complexity to the services being procured under this solicitation.

<u>Phase II – Factors</u>

Factor 3 – Technical Approach

The Government will evaluate each Offeror's proposal response to the requirements based on the degree of clarity, detail, effectiveness, efficiency, feasibility, and relevancy and the benefits of its Technical Approach, taking into consideration the following points:

- Demonstrates a clear understanding of the objectives of this contract.
- Demonstrates a sound technical approach to performing the work.
- Demonstrated technical and subject matter expertise and experience in TSMO data processing.
- Demonstrates a sound quality plan to ensure the quality of deliverables and compliance with Section 508 standards.

Factor 4 – Management Approach

The Government will evaluate the Offeror's management team and structure based on:

- Clarity of roles, responsibilities, and the multidisciplinary team setup.
- Documented experience and resources to successfully complete the project within the 18-month base and 6-month option periods.
- Creative methods proposed to address project challenges and meet objectives.
- Alignment of key personnel qualifications and resumes with project requirements.

Factor 5 – Past Performance

The Offeror's past performance on related contracts will be evaluated to determine, as appropriate, the Performance Risk associated with their Offer as it relates to the requirement for this solicitation. Evaluation may consider past performance information regarding predecessor companies or subcontractors that will perform major or critical aspects of the requirement.

The Government reserves the right to assess the past performance of proposed subcontractors.

The Government will evaluate the relevant merits of the Offeror's past performance on the basis of its reputation and record with its current and former customers. The Government will review the following areas regarding past performance:

a. Quality of products and/or services provided.
b. Timeliness – Schedule of delivery and/or performance.
c. Cost control.
d. Relevance of the prior work to the requirements of the solicitation including scope, size, and recency.
e. Overall management; and
f. Regulatory compliance

The Government will use its discretion to determine if the past performance information is relevant. Past Performance information will be determined to be relevant if the performance involves work performed within the past five years (with recent work within the past three years being more relevant) that is the same or similar in size, scope, and complexity to the services being procured under this solicitation.

If an Offeror does not have a history of relevant contract experience, or if past performance information is not available, the Offeror will receive a neutral past performance rating.

The Government will use its discretion to determine the sources of past performance information used in the evaluation. The information may be obtained from references provided by the Offeror, the agency's knowledge of Contractor performance, other government agencies or commercial entities, and/or past performance databases such as the CPARS.

Factor 6 – Price

The Government will review each Offeror's price for price reasonableness by performing a price analysis. The Government will evaluate the Offeror's proposed prices to determine whether these reflect a clear understanding of the requirements and are consistent with the unique methods of performance described in the Offeror's technical proposal.

(End of Section M)