U.S. Department of Transportation

Federal Highway Administration

REQUEST FOR QUOTATION (RFQ) 693JJ326Q000027
Amendment 1

Issuing Office:	United States Department of Transportation Federal Highway Administration (FHWA) Office of Acquisition & Grants Management (HCFA) 1200 New Jersey Avenue, SE Washington, DC 20590-0001
Agency Contact:	Amy Morrissette, Contract Officer Email: amy.morrissette@dot.gov
Solicitation Number:	693JJ326Q000027
Title:	3D LiDAR AND SMARTPHONE-BASED PLATFORMS FOR MOTOR VEHICLE TRAFFIC DATA
Solicitation Release Date:	**July 28, 2026**
Technical Questions Due Date:	**August 4, 2026, by 11:00am Eastern Time (ET)** Questions must be e-mailed to amy.morrissette@dot.gov by the above date/time.
Quotation Due Date:	**August 19, 2026, by 11:00am ET** Quotes must be e-mailed to amy.morrissette@dot.gov by the above date/time.

Note: Issuance of this solicitation does not guarantee that an award will be made. Any resulting awards are subject to the availability of funding and the discretion of the awarding entity, including cancellation or amendment based on a determination of change in agency needs.

Note: Changes to the PWS as a result of this Amendment 1 are denoted in red font.

PART I
RFQ INFORMATION AND INSTRUCTIONS FOR PREPARATION OF QUOTATION

RFQ INFORMATION

This Request for Quotation (RFQ) will be competed on an unrestricted basis for a Firm-Fixed-Price (FFP) purchase order. It is prepared in accordance with Federal Acquisition Regulation (FAR) Part 12, Acquisition of Commercial Products and Commercial Services, and FAR Part 13, Simplified Acquisition Procedures. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2026-01. The North American Industry Classification System code applicable to this procurement is 541990 – All Other Professional, Scientific and Technical Services.

A responsible quoter is one whose quotation conforms to the solicitation. It is the contractor's responsibility to be familiar with applicable clauses and provisions. FAR Provisions and Clauses may be viewed at https://www.acquisition.gov/browse/index/far.

All Contractors are reminded that, in accordance with FAR 52.204-7, System for Award Management (SAM), they must be registered and active in the www.SAM.gov database at the time of quote submission in order to be eligible to receive an award under this RFQ.

INSTRUCTIONS FOR PREPARATION OF QUOTATION

In responding to this RFQ, the quotation MUST include the following:

1. **Price Quote:** The price quote must be submitted using the Pricing Schedule (Excel document) which was provided along with this RFQ.

2. **Organizational Information:** The quotation must include the following **mandatory** business information regarding your company in the body of the cover email message:

    a. Confirmation your company accepts government purchase orders and can conform to Government's terms and conditions prescribed in FAR.
    b. Business Size (Small, Woman-Owned, Disadvantaged, Hub-Zone, Large, Non-Profit, etc.)
    c. Payment Terms (Government Standard is NET 30)
    d. SAM.gov Unique Entity ID
    e. Federal Tax Identification Number (TIN) (9-Digits)
    f. Correct mailing address for the order (include name, telephone, email address); Note: Mailing address and entity name must match the information in www.sam.gov
    g. Verification company information listed in the System for Award Management is current and accurate? https://sam.gov/content/status-tracker

3. **Instructions for Preparation of the Quotes:** Quotes must be submitted electronically with the technical and pricing factors submitted in a **SINGLE** email whose size must not

exceed 10 Megabytes. Quotes must be received by the due date specified on Page 1 of this RFQ.

4. **Evaluation of Quotation:** The Government will evaluate the quotation and make an award using a Lowest Price Technically Acceptable (LPTA) selection process. Technical factors are evaluated as "acceptable" or "unacceptable" basis. The award goes to the responsible vendor with the lowest price who is technically acceptable on all technical factors. In this solicitation, technical factors are presented below in Section 4A.

A. Technical Factors

The Quoter must describe and provide the following:

Factor 1: Technical/Management Approach

- The quote shall detail how the Contractor will execute the tasks and manage the project outlined in the PWS.
  To receive an "acceptable" rating, the quoter must provide sufficient information (e.g., technical processes, management plans, deliverables schedule) that demonstrates the following: The quoter clearly understands the tasks involved and has a plan for fully meeting the work tasks and has a suggested list state(s) for conducting research.

Factor 2: Staffing Approach

- The quote shall detail how the proposed key personnel meet the requirements of the project outlined in the PWS.

  To receive an "acceptable" rating, the quoter must provide sufficient information (e.g., resumes, recent and relevant past work history) that demonstrates the following: (a) the key personnel are technically trained and experienced to meet the requirements of this project.

B. Price

The price quote for each quoter will be considered—the quoter shall complete the Pricing Schedule which was provided via Excel format along with the RFQ (see **Attachment 1**).

<u>NOTE</u>: Failure to furnish <u>all</u> information required above may result in your quotation being considered non-responsive and eliminated from further consideration.

PART II
SCHEDULE OF SERVICES

The Contractor shall furnish pricing information displayed below on Attachment 1 Schedule of Services (an Excel document) provided along with this solicitation.

CLIN	Task	Total
00101	Task 1: Attend Kick-Off Meeting Pricing: Fixed-Firm Price Period of Performance: 24 Months from Date of Award	$
00201	Task 2: Select Evaluation Sites and Prepare Data Acquisition System Pricing: Fixed-Firm Price Period of Performance: 24 Months from Date of Award	$
00301	Task 3: Collect and Analyze Field Data - Smartphone-Based Platform Pricing: Fixed-Firm Price Period of Performance: 24 Months from Date of Award	$
00401	Task 4: Collect and Analyze Field Data – 3D LIDAR-Based Platform Pricing: Fixed-Firm Price Period of Performance: 24 Months from Date of Award	$
	Grand Total:	**$**

PART III
PERFORMANCE WORK STATEMENT

3D LiDAR AND SMARTPHONE-BASED PLATFORMS FOR MOTOR VEHICLE TRAFFIC DATA

1.0 Overview

This is a non-personal services purchase order (PO) for assessment of a dual-platform approach to roadway data collection including 3D LiDAR and smartphone-based platforms to enhance the safety and operational efficiency of selected roadway facilities. The Government will not exercise supervision or control over the service providers performing the services herein. The Contractor is responsible to the Government as defined in this Performance Work Statement (PWS) and must perform to the standards herein.

2.0 Background

The Federal Highway Administration (FHWA) advocates for innovative intersection and interchange designs—such as the diverging diamond interchange, continuous flow intersection, turbo roundabout, and protected intersection—as cost-effective solutions to enhance safety and alleviate congestion in areas with consistent traffic patterns. These designs incorporate raised curbs and islands to channel motor vehicle traffic, separate different transportation modes, and provide refuge for vulnerable road users. Planning and construction timelines for such projects may span two to five years, with costs ranging from $500,000 to $80 million. For each new design, the FHWA collaborates with state and local agencies to identify multiple implementation sites that differ in geography, traffic volume, and climate, etc. These sites are then evaluated to determine the safety and operational performance of the completed designs.
Field data collection is a critical and often costly component of the evaluation process. While the FHWA Intersection Safety Team has utilized a variety of proven and advanced technologies to gather traffic data, efficient and cost-effective methods for collecting field geometry data remain limited. This data is essential for evaluating compliance to design standards and accurate rendering of facility features such as geometric layouts, signage, and pavement markings. Through market research, the following two AI-powered technical approaches have been identified as potential solutions to gather traffic data:

- Smartphone-Based Platform: This approach leverages a mobile application (App) installed on a smartphone, which is securely mounted and properly oriented on a vehicle window. As the vehicle travels at highway speeds, the App captures field video, GPS coordinates, speeds, accelerations, and other data from the smartphone's onboard sensors. The system can analyze this data in real time to detect horizontal and vertical curves and assess the need for regulatory speed limit signage. It can also determine the appropriate speed limit and evaluate whether existing posted limits exceed the safe speeds as recommended by design standards such as the AASHTO Green Book. This method is highly scalable, as the App can be deployed on numerous smartphones with little cost.

Additionally, it allows researchers to study driver behavior by comparing how different drivers navigate the same roadway facility.

- 3D LiDAR Platform: This approach involves using vehicle-mounted high-resolution 3D LiDAR to scan the roadway and its surrounding environment at highway speeds. The resulting data enables precise reconstruction of the roadway layout, including accurate positioning of roadside and overhead signs, intersection spacing, and other geometric features. For innovative intersection and interchange designs, especially where engineering drawings are unavailable, 3D LiDAR scan data enables rapid and highly accurate 3D modeling. In fact, over 90% of the design features can typically be rendered correctly, significantly reducing the time and labor required to reproduce existing layouts. Many state DOTs already conduct annual LiDAR scans of their roadway networks. In most cases, the data has been collected but remains unanalyzed due to limited access to specialized software tools. This existing data can often be obtained at minimal cost, eliminating the need to deploy contractors for new scans. Beyond layout reconstruction, LiDAR data also supports safety evaluations, such as assessing stopping sight distance at specific intersections. By referencing design standards (e.g., AASHTO Green Book), analysts can identify locations where sight distance is inadequate due to obstructions like large objects or overgrown vegetation. This makes the LiDAR platform a cost-effective and efficient solution for both geometric data acquisition and design compliance evaluation.

3.0 Objectives

The objectives of this project are twofold:

1. **To evaluate the Smartphone-Based Platform**
   The Contractor must assess the feasibility (i.e., accuracy and data standardization over traditional methods), as well as effectiveness of using a cellphone-based platform to collect field geometry data. This includes evaluating location-specific safe speed limits and analyzing driver behavior across multiple drivers navigating the same roadway facility. The platform or application is expected to be deployed on iOS or Android smartphones made since 2022. The Contractor may choose the method of real time and/or post-processing; however, all deliverables must be met.

   Note: The Contractor must have a pre-existing mobile application with enough data acquisition and analysis capabilities that may be modified to meet the Government's needs.

2. **To evaluate the 3D LiDAR Platform**
   The Contractor must assess the feasibility and effectiveness of using a high-resolution 3D LiDAR platform to accurately reconstruct the geometric layout of innovative roadway facilities. This includes identifying the precise location and content of roadside and overhead signs, as well as evaluating the adequacy of stopping sight distance at critical locations based on AASHTO Greenbook design guidelines. A multi-model sensor may be proposed as a solution but is not required for meeting the needs of this project.

Note: The term "high-resolution" for this project is defined as comprising a minimum point density of 1,000 points per square meter, and effective range of 200 meters or higher.

As suggested above, the Contractor is expected to have access to or own both smartphone-based and 3D LiDAR platforms.

4.0 Detailed Requirements

For each data capture platform, the technology will be evaluated or utilized at one innovative intersection or interchange site, as well as on winding roadway segments adding up to approximately 2 miles in length. The field data collected will be analyzed using the Contractor's analytical software—updated as necessary under this PO to assess the safety and operational performance of the facilities, verify compliance with design guidelines, and identify obvious hazardous roadway features. Data must be collected from vehicles in motion. The Government retains rights to all data collected, generated, or otherwise obtained under this PO.

The Contractor must provide all personnel, equipment, materials, supplies, facilities, transportation, tools, supervision, and any other items or non-personal services required to perform the tasks described in this PWS. Also, the Contractor must participate in monthly meetings, scheduled by the Technical Point of Contact (TPOC), to report on progress, receive technical feedback, and/or discuss guidance from the technical panel regarding the project.

To accomplish the objectives of this order, the Contractor shall complete the following tasks:

Task 1: Attend Kick-Off Meeting

Within two weeks of PO award, the Contractor must participate in a kick-off meeting, held either virtually or in person. Government attendees will include the TPOC, members of the Technical Advisory Panel (TAP), and optional participants from the FHWA Program Office. The kick-off meeting will discuss the overall project to ensure that desired outcomes are understood and achieved. During this meeting, the Contractor shall provide or present the following:

- Introduction of key project team members.
- Proposed management approach for completing the required work items.
- An overview of data elements in their existing data capture system.
- A discussion of potential additional data elements and future enhancements to meet the Government's needs.

The Contractor must document all feedback and input provided by the TAP and other FHWA staff during the meeting. A summary of key meeting notes must be submitted to the Government within one week after the meeting.

Deliverables:
- Participate in the Kick-Off meeting
- Provide proposed management plan
- Submit Kick-Off Meeting notes

Task 2: Select Evaluation Sites and Prepare Data Acquisition System

The Contractor must identify one or two states in which to conduct the field data collection. **The suggested state(s) must be included in the pre-award quote submission.** A state will be chosen from the contractor's suggestion list. The selection decision is by mutual agreement between FHWA and the Contractor based on the availability of alternative intersection/ interchange site and the curved roadway segment(s). Also, in coordination with the selected state DOT(s) and the TAP, the Contractor must identify the following sites in the selected state for evaluation: (a) One innovative intersection or interchange site, and (b) Winding roadway segments which are approximately 2 miles in length.

The Contractor must present a list of data elements (e.g., vehicle speed, acceleration) captured by their data acquisition system and engage with the TAP to solicit input regarding additional data elements that may be valuable or needed for this research effort. The final selection of data elements will be based on: (a) Technical feasibility; (b) Real-time data transfer [if applicable] and storage constraints, and; (c) Consensus between the Contractor and TAP.

The following are safety and operational performances that FHWA typically measures at the Innovative Intersection or Interchange sites as well as along the Winding Roadway Segments.

<u>Innovative Intersection or Interchange Site:</u>

- Geometric layout with sufficient details such as distances between intersections and precise locations and dimensions of critical design elements
- Locations and contents of guidance/regulatory/advisory signs
- Degree of clustering of guidance/regulatory/advisory signs
- Locations of pedestrian crossing push buttons and their ease of access from wheelchairs
- Presence of bicycle facilities, and degree of separation between bicycle facility and motor vehicle lanes
- Presence of post speed limit sign and how it compares to the recommended safe speed

The performance measures typically collected when evaluating a roadway are:

- Travel times between predefined origin-destination (O-D) pairs
- Vehicle speed and acceleration patterns at locations of interest
- Queue lengths (from relevant stop bars) reported by lane and by approach
- Waiting time (or control delay) prior to entering the intersection
- Driver yielding behavior to pedestrians and cyclists
- Detection and logging of safety-critical events (e.g., sudden braking, near misses)
-

Note: The above list of performance measures may be utilized as reference. The Contractor shall decide the performance measures to be incorporated in their data analysis software.

<u>Winding Roadway Segments:</u>

- Geometric Identification of start and end points of horizontal and vertical curves
- Locations that lack, but require, speed limit signs
- Locations where posted speed limits exceed recommended safe speeds
- Locations with insufficient sight distance

- Locations where vehicles consistently experience excessive G-forces
- Detection of hazardous roadway features, such as potholes, large intruding objects, sun glare, excessive slopes, or other potentially unsafe conditions

The Contractor must propose technical approaches and methodologies to address these performance evaluation needs and update their data acquisition system and data analysis software accordingly. While the Government is interested in understanding the potential of each technical platform, it does not expect any single approach to fully address all the identified requirements.

Completion Timeline:
Task 2 must be completed within six months of PO award.

Deliverables:
- Final selection of evaluation sites
- Mutually agreed-upon list of data elements for inclusion in field data collection
- A clear understanding of what performance measures can be efficiently met by each technical approach
- Updated data acquisition system, and data analysis and visualization software.

Task 3. Collect and Analyze Field Data - Smartphone-Based Platform

The data elements to be captured may include (but are not limited to) Trip ID, GIS Location, speeds, accelerations, temperature, humidity, etc. The system must capture data at the vehicle trip level only when the mobile App is on. The expected data capture frequencies are as follows (the Contractor may propose alternative frequencies with justification): (a) Numeric and text data: 10 Hz or higher, and; (b) video data: 30 frames per second.

Based on the mutually agreed list of data elements, the Contractor shall update the mobile App as needed and test the App on different models of smartphones by collecting sample data to verify that all required data elements are captured in accordance with the specified requirements.

Note: The mobile App is expected to be deployed on iOS or Android smartphones since 2022. The vendor shall not rely on external sensors in data acquisition. However, the Internet and local weather channels may be utilized to record local temperature and humidity.

The Contractor must prepare and submit an application to a local or national Institutional Review Board (IRB) for approval to use local drivers in the collection of research data. Upon receiving IRB approval, the Contractor must recruit no more than and no less than 25 local drivers representing a range of demographics, including diversity in age, gender, and driving experience. One suggestion for participant selection is that each participant's daily or weekly commute route passes through one of the data collection facilities.

The Contractor must conduct an orientation session for participants to explain the scope of the study, the nature of the data being collected, how participant privacy will be protected, and how

compensation will be distributed. The Contractor shall install the mobile App on each participant's smartphone and test the App to ensure it is functioning properly and archiving data as intended. The Contractor shall also instruct participants on how to properly start and stop the App. The App's startup process must include a user prompt displaying an acknowledgment that the participant grants permission for the use of their smartphone for data collection purposes. Following the orientation session and installation of the App, participants will be instructed to operate their vehicles as they normally would and to activate the mobile App during their daily or weekly commutes for a duration of one month. The goal is to capture at least 20 trips' data from each participant through each evaluation site. While the App is active, all designated data elements must be recorded and streamed to a secure cloud storage environment.

For Task 3, the Contractor must achieve the following:

1. Retain essential participants profile data (e.g., age, gender, driving experience) but remove all personally identifiable information (PII) in compliance with applicable privacy and data protection standards.
2. Provide the Government with a complete, de-identified copy of the collected field dataset upon completion of the data collection period.
3. Analyze the data in accordance with the approach outlined in Technical Proposal and consistent with the general performance evaluation needs described in Task 2.
4. Submit a final report to the Government. The final report may consist of a consolidation of the two final reports that are required for each Task 3 and Task 4 below. The final report must include all necessary graphics, tables, etc. Further, the Contractor must submit a Section 508-compliant version of the final report to facilitate editorial review and potential publication on FHWA public-facing website.

   Note: The Contractor must use the following reference guide as a template for developing the final report: Turner-Fairbank Highway Research Center R&D Communication Reference Guide (Feb 2017) located at: https://www.fhwa.dot.gov/publications/research/general/15058

Throughout the data analysis process, frequent technical exchanges with the TAP are anticipated. These interactions may include discussions on algorithm updates related to data reduction, analysis, reporting, and visualization within the Contractor's software. The Contractor is encouraged to seek inputs from the TAP to enhance the software's user interface and to further automate the analytical and reporting functionalities.

Completion Deadlines:

- Participants recruiting and field data collection must be completed within 12 months of PO award
- Post collection data analysis must be completed within 18 months of PO award.
- Draft final report must be completed within 20 months of PO award.
- Final report must be completed within 24 months of PO award.

Deliverables:

- Approval from a local or national IRB
- Recruitment of 25 local drivers

- Compiled participant profiles with all personally identifiable information removed
- Updated Mobile App (as necessary) to support capturing required data elements
- Field data from evaluation sites collected, quality-checked, and delivered to the Government.
- Field data analyzed in accordance with the performance evaluation needs outlined in Task 2 and the Contractor's Technical Proposal.
- Draft final report
- Final report with 508 text.

Task 4. Collect and Analyze Field Data – 3D LIDAR-Based Platform

The Contractor must contact the appropriate state agency or agencies to determine whether existing 3D LiDAR data is available for the selected evaluation site(s). If such data exists and, upon review, is determined to meet the required quality standards, the Contractor may proceed to acquire and use the existing data. If suitable LiDAR data is not available, the Contractor must arrange for a new 3D LiDAR scan of the site(s). The 3D LiDAR scan must cover the predefined start and end points of the evaluation sites. Unless otherwise specified, the data elements and capture frequencies may default to the LiDAR sensor's standard settings.

The Contractor must analyze the LiDAR data to generate a detailed digital rendering of the innovative intersection or interchange site. The rendering must clearly depict critical design features, including the locations and contents of signs, pavement markings, and other relevant roadway features. Additionally, the Contractor must utilize the LiDAR data to perform safety and operational evaluations in alignment with the performance evaluation needs outlined in task 2 and described in the Technical Proposal.

The Contractor must deliver to the Government the raw 3D LiDAR scan dataset, a 3D digital model of the evaluation facilities, and a final report, including an assessment of the extent to which 3D LiDAR scan data can support the safety and operational evaluation needs. The Contractor must submit a Section 508-compliant version of the final report to facilitate editorial review and potential publication on the FHWA public-facing website.

Completion Deadlines:
- 3D LiDAR data must be collected or acquired within 6 months of PO award
- 3D LiDAR data analysis (digital 3D Modeling, safety and operational evaluations of the sites) must be completed within 18 months of PO award.
- Draft final report must be completed within 20 months of PO award.
- Final report must be completed within 24 months of PO award.

Deliverables:
- 3D LiDAR scan data of the selected facilities
- Digital 3D models of the selected facilities- the primary need is to deliver a geometrically and visually accurate model of the road facility surveyed.
- A complete set of analysis results (safety and operational performance measures)
- Draft final report
- Final report with 508 Text

5.0 Period of Performance

The period of performance is 24 months from date of PO award. The Contractor shall notify the Contracting Officer (CO) and TPOC in writing whenever there is reason to believe that the total time necessary to complete this PO will be greater than the period of performance. As part of the notification, the Contractor shall provide a revised schedule for performing the PO requirements. The Contractor should provide a notification at least 6 weeks before the end of the period of performance.

6.0 Quality Control Plan

The Contractor must develop and maintain their own Quality Control Plan (QCP) which outlines how they will ensure the work meets the contract requirements. The QCP also should detail the Contractor's procedures for identifying, preventing, and ensuring non-recurrence of defective work.

7.0 Hours of Operation and Staffing

The Contractor is responsible for conducting business between the hours of 8:00 am and 6:30 pm Monday through Friday, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor at all times must maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor must keep in mind that the stability and continuity of the workforce are essential.

8.0 Place of Performance

This is a field study. The work will be performed at the Contractor's facility and in the field.

9.0 Periodic Progress Meetings

The Contractor agrees to attend monthly progress meetings. The TPOC and other Government personnel, as appropriate, may also meet periodically with the Contractor to review the Contractor's performance. Appropriate action must be taken to resolve outstanding issues at no additional cost to the Government.

10.0 Identification of Contractor Employees

All Contractor personnel attending meetings and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of the public that they are Government officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

11.0 Contractor-Provided Resources/Supplies/Travel

As this is a firm-fixed-price PO, the Government will **not** reimburse the Contractor for costs including materials, supplies, equipment, third-party fees (e.g., fees for use of application or software), lodging, food, and travel.

12.0 Organizational Conflict of Interest

Contractor and subcontract personnel performing work under this award may receive, have access to, or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.), or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor must notify the CO immediately whenever he/she becomes aware that such access or participation may result in any actual or potential OCI, and may merit the submittal of a plan to the CO to avoid or mitigate any such OCI. This mitigation plan would be determined to be acceptable solely at the discretion of the CO, and in the event the CO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may choose other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

13.0 Data Rights

Data Rights shall be executed in accordance with the relevant clauses and provisions in the PO.

14.0 Technical Exhibit List

- Exhibit 1: Performance Requirements Summary
- Exhibit 2: Deliverables Schedule

TECHNICAL EXHIBIT 1
PERFORMANCE REQUIREMENTS SUMMARY

The service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Performance Standard	Performance Threshold(s)	Method of Surveillance
Task 1 – Attend Kick-off Meeting	The Contractor: • Participated in the Kick-Off meeting; • Provided proposed management plan; • Submitted Kick-Off Meeting notes;	No technical and grammatical errors in documents	Review by TPOC
Task 2 – Select Evaluation Sites and Prepare Data Acquisition System	The Contractor: • Selected two sites for field data collection; • Reached mutual agreement with the TAP on data elements for inclusion in field data collection; • Updated data acquisition App and the data analysis and visualization software.	Selected two sites for data collection, reached consensus with TAP on data elements, and completed software updates on time	Review by TPOC
Task 3 - Collect and Analyze Field Data - Smartphone-Based Platform	The Contractor: • Obtained written approval from IRB; • Recruited 25 local drivers who will participate in field data collection; • Compiled de-identified participants profile data; • Compiled anonymized participants profile data; • Collected field data using smartphone based system, data quality checked and analyzed; • Submitted draft final report with 508 text.	Obtained IRB approval, recruited 25 local drivers to complete the field data collection, analyzed the data, and submitted draft and final reports that contained no grammar errors in a timely manner.	Review by TPOC

Task 4 – Collect and Analyze Field Data – 3D LIDAR-Based Platform	The Contractor: • Collected 3D LiDAR scan data from selected sites; • Analyzed 3D LiDAR data and reconstructed the 3D rendering of the facilities; • Performed safety and operation performance evaluations of the facilities; • Submitted draft final report with 508 Text.	Fully collected data and analyzed it to derive results; no technical and grammatical errors on final report; submitted final report in a timely manner.	Review by TPOC

TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE

This technical exhibit lists any reports or documentation that is required as a deliverable. A deliverable is anything that can be physically delivered but may include non-physical things such as meeting minutes.

Task Number	Deliverable	508 Compliance	Due Date	Medium/ Format	Submit To
Task 1	Attend Kick-off Meeting	No	Within 2 weeks of purchase order (PO) award	PowerPoint, PDF, Google Docs	TPOC
	Provide Kick-off Meeting notes	No	Within 1 week after kick-off meeting	PDF, Google Docs	TPOC
Task 2	Select Evaluation Sites and Prepare Data Acquisition System	No	Within 6 months of PO award	Word, Excel, PowerPoint, csv for text data, and MP4 or WMV for video, Google Docs	TPOC
Task 3	Recruit participants and collect field data - Smartphone-Based Platform	No	Within 12 months of PO award	Word, Excel, PowerPoint, and electronic files which includes csv and MP4 or WMV for video, Google Docs	TPOC
	Analyze field data - Smartphone-Based Platform	No	Within 18 months of PO award.	Word, Excel, PowerPoint, and electronic files in CSV for text andMP4 or WMV for video, Google Docs	TPOC

	Provide Draft final report - - Smartphone-Based Platform	No	Within 20 months of PO award	Word, Google Docs	TPOC
	Provide Final report with 508 Text - Smartphone-Based Platform	Yes	Within 24 months of PO award.	Word, Google Docs	TPOC
Task 4	Collect 3D LiDAR scan data	No	Within 6 months of PO award	Word, Excel, PowerPoint, and CSV for text andMP4 or WMV for video, Google Docs	TPOC
	Analyze 3D LiDAR data	No	Within 18 months of award	Word, Excel, PowerPoint, CSV for text and MP4 or WMV for video, Google Docs	TPOC
	Task 4 – Draft final report – 3D LiDAR	No	Within 20 months of award	Word, Google Docs	TPOC
	Task 4 – Provide Final report with 508 Text – 3D LiDAR	Yes	Within 24 months of award	Word, Google Docs	TPOC

PART IV
FEDERAL ACQUISITION REGULATION (FAR) AND TRANSPORTATION ACQUISITION REGULATION (TAR) PROVISIONS AND CLAUSES

FAR & TAR PROVISIONS INCORPORATED BY REFERENCE

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 (Nov 2024)
52.204-16	Commercial and Government Entity Code Reporting (Aug 2020)
52.212-1	Instructions to Offerors -- Commercial Products and Commercial Services (Sep 2023)
52.212-3	Offeror Representations and Certifications -- Commercial Products and Commercial Services (Oct 2025)
52.222-90	Addressing DEI Discrimination by Federal Contractors (Apr 2026)
1252.239-71	Information Technology Security Plan and Accreditation (Nov 2022)

FAR & TAR PROVISIONS IN FULL TEXT

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

1252.237-71 Certification of Data (Nov 2022)

NOTICE: The Secretary of Transportation has determined that this certification shall be retained in accordance with Section 4301(b)(1)(B)(i)(II) of the Federal Acquisition Reform Act (Public Law 104-106, 41 U.S.C. 425, note) and DOT Memorandum dated July 17, 1996.

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile; qualifications; background statements; brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.
(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.
(c) The offeror agrees to obtain a similar certification from its subcontractors.
Signature: _____
Date: _____
Typed Name and Title: _____
Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. 1001.

(End of provision)

***End of provisions**

FAR CLAUSES INCORPORATED BY REFERENCE

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 https://www.acquisition.gov/far

52.204-18 Commercial and Government Entity Code Maintenance (Aug 2020)
52.212-4 Alt 1. Contract Terms and Conditions - Commercial Items (Nov 2023)
52.222-21 Prohibition of Segregated Facilities (Apr 2015)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

TAR CLAUSES INCORPORATED BY REFERENCE

The following TAR clauses are incorporated by reference. The full text of the clauses can be accessed electronically at https://www.acquisition.gov/tar

1252.222-70 Strikes or Picketing Affecting Timely Completion of the Contract Work (Nov 2022)
1252.223-71 Accident and Fire Reporting (Nov 2022)
1252.223-73 Seat Belt Use Policies and Programs (Nov 2022)
1252.237-73 Key Personnel (Nov 2022)
1252.242-72 Dissemination of Contract Information (Nov 2022)

FAR & TAR CLAUSES IN FULL TEXT

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Mar 2026)

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

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

(2) 52.204-23, Prohibition on *Contracting* for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

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

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

(5) 52.232-40, Providing Accelerated Payments to *Small Business Subcontractors* (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract *Claim* (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[*Contracting Officer check as appropriate*.]

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

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

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

__ (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

_X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun

2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (6) [Reserved].

__ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

_X (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

__ (10) 52.204-28, Federal *Acquisition* Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide *Acquisition* Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115–390, title II).

__ (11)

(i) 52.204-30, Federal *Acquisition* Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

__ (ii) *Alternate* I (Dec 2023) of 52.204-30.

_X (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for *Debarment*, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).

__ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

__ (14) [Reserved].

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

__ (16) 52.219-4, Notice of Price Evaluation Preference for *HUBZone* Small Business Concerns (Oct 2022) (if the *offeror* elects to waive the preference, it *shall* so indicate in its *offer*) (15 U.S.C. 657a).

__ (17) [Reserved]

__ (18)

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

__ (ii) *Alternate* I (Mar 2020) of 52.219-6.

__ (19)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) *Alternate* I (Mar 2020) of 52.219-7.

__ (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and

(3)).

__ (21)

(i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

__ (ii) *Alternate* I (Nov 2016) of 52.219-9.

__ (iii) *Alternate* II (Nov 2016) of 52.219-9.

__ (iv) *Alternate* III (Jun 2020) of 52.219-9.

__ (v) *Alternate* IV (Jan 2025) of 52.219-9.

__ (22)

(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

__ (ii) *Alternate* I (Mar 2020) of 52.219-13.

__ (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

__ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

__ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

_X (26)

(i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

__ (ii) *Alternate* I (Mar 2020) of 52.219-28.

__ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged *Women-Owned Small Business Concerns* (Oct 2022) (15 U.S.C. 637(m)).

__ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

__ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

__ (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

_X (31) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

__ (32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2026)(E.O. 13126).

__ (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

_X (34)

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

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

__ (35)

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

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

__ (36)

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

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

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

_X (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_X (39)

(i) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).

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

__ (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the *acquisition* of commercially available off-the-shelf items or certain other types of *commercial products* or *commercial services* as prescribed in FAR 22.1803.)

__ (41)

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

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

__ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (*May* 2024) (42 U.S.C. 7671, *et seq.*).

__ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*May* 2024) (42 U.S.C. 7671, *et seq.*).

__ (44) 52.223-20, Aerosols (*May* 2024) (42 U.S.C. 7671, *et seq.*).

__ (45) 52.223-21, Foams (*May* 2024) (42 U.S.C. 7671, *et seq.*).

__ (46) 52.223-23, *Sustainable Products and Services* (*May* 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

__ (47)

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

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

__ (48)

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

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

__ (49)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) *Alternate* I [Reserved].

__ (iii) *Alternate* II (Jan 2025) of 52.225-3.

__ (iv) *Alternate* III (Feb 2024) of 52.225-3.

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

__ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

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

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

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

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or *Emergency* Area (Nov 2007) (42 U.S.C. 5150).

_X (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (*May* 2024) (E.O. 13513).

__ (56) 52.229-12, Tax on Certain Foreign *Procurements* (Feb 2021).

__ (57) 52.232-29, Terms for Financing of Purchases of *Commercial Products* and *Commercial Services* (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (58) 52.232-30, Installment Payments for *Commercial Products* and *Commercial Services* (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

_X (59) 52.232-33, Payment by *Electronic Funds Transfer-System for Award Management* (Oct2018) (31 U.S.C. 3332).

__ (60) 52.232-34, Payment by *Electronic Funds Transfer*-Other than *System for Award Management* (Jul 2013) (31 U.S.C. 3332).

__ (61) 52.232-36, Payment by Third Party (*May* 2014) (31 U.S.C. 3332).

__ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

__ (64) 52.242-5, Payments to *Small Business Subcontractors* (Jan 2017) (15 U.S.C. 637(d)(13)).

__ (65)

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

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

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

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

[*Contracting Officer check as appropriate.*]

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

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

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

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

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

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

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

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

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020)

(42 U.S.C. 1792).

__ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

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

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

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

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

(e)

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

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

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

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

(iv) 52.204-23, Prohibition on *Contracting* for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

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

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)

(A) 52.204–30, Federal *Acquisition* Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

(B) *Alternate* I (Dec 2023) of 52.204–30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that *offer* further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor *must* include 52.219-8 in lower tier subcontracts that *offer* subcontracting opportunities.

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

(x) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

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

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

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

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

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

(xvi)

(A) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

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

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

(xxii)

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

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

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

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to *Small Business Subcontractors* (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

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

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

(End of clause)

Alternate I (Feb 2000). As prescribed in 12.301 (b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (Oct 2025). As prescribed in 12.301 (b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials *shall* have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for *commercial products* or *commercial services*, other than—

(i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1)*. Unless otherwise indicated below, the extent of the flow down *shall* be as required by the clause-

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

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(D) 52.204-23, Prohibition on *Contracting* for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

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

(F) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(G)__(*1*) 52.204–30, Federal *Acquisition* Supply Chain Security Act Orders— Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

__(*2*) *Alternate* I (Dec 2023) 52.204-30.

(H) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that *offer* further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor *must* include 52.219-8 in lower tier subcontracts that *offer* subcontracting opportunities.

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

(J) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

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

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

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

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

(O) __ *(1)* 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).

__ *(2) Alternate* I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

(R) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989).

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

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

(U)__ *(1)* 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

__ *(2) Alternate* I (Jan 2017) of 52.224-3.

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

(W) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(X) 52.232-40, Providing Accelerated Payments to *Small Business Subcontractors* (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(Y) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

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

Parent topic: 52.212 [Reserved]

(End of clause)

1252.237-72 Prohibition on Advertising (Nov 2022)

The contractor or its representatives (including training instructors) shall not advertise or solicit business from attendees for private, non-Government training during contracted-for training sessions. This prohibition extends to unsolicited oral comments, distribution or sales of written materials, and/or sales of promotional videos or audio tapes. The contractor agrees to insert this clause in its subcontracts.

(End of clause)

LOCAL CLAUSE IN FULL TEXT

INVOICE INSTRUCTIONS

1252.232-70 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2022)

(a) Definitions. As used in this clause—

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

(2) Payment request means a bill, voucher, invoice, or request for contract financing payment or invoice payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR

32.905(b), "Content of Invoices," this clause, and the applicable Payment clause included in this contract.

(3) Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph 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.

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

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(10) The following statement "The Contractor certifies that, by submitting this invoice to the Government, the supplies and/or services billed have been shipped, rendered, or delivered in accordance with instructions issued by the ordering officer; that they are reflected in the quantities and/or period of performance stated on the invoice; and that such supplies and/or services conform to the quantity and quality requirements specified in the applicable contract, order, or blanket purchase agreement.

Furthermore, pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Contractor certifies that it is in compliance with the Equal Protection principles of the Constitution and all applicable Federal anti-discrimination laws, and acknowledges that such compliance is material to the

Government's payment decision under the False Claims Act (31 U.S.C. § 3729(b)(4)). The Contractor also affirms that it does not operate any diversity, equity, and inclusion (DEI) initiatives that are inconsistent with the Equal Protection principles of the Constitution and the non-discrimination requirements of Federal law, as interpreted by the Supreme Court in Students for Fair Admissions v. Harvard, 600 U.S. 181 (2023)."

(e) Payment system registration. All persons accessing the 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) 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. FHWA's agency POC is HCFA-10@dot.gov. For any general questions or issues accessing the iSupplier web-portal, please 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 HCFA-10@dot.gov

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.

(f) 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: Amy Morrissette

Invoices submitted via an overnight service must use the following physical address:
MMAC FHWA/AMZ-150
6500 MacArthur Blvd.
Oklahoma City, OK 73169
Attention: 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. For non-FFP contracts, further contract settlement actions may exist where final invoices are not to be submitted yet until these contract settlement actions are resolved. For these contracts, the Contracting Officer will process final invoices as a routine part of the closeout process. When requested, the Contractor shall submit the final invoice directly to the Contracting Officer/ Contract Specialist along with the final closeout documents. When the final invoice is ready for payment, the Contracting Officer will inform the Contractor that the final invoice can be submitted through the iSupplier system.

(End of Local Clause)

(End of RFQ)