**Request For**

**Quotation**

**RFQ-16-HR-33604**

Washington

Metropolitan

Area

Transit

Authority

**Legal Review of Employment Policies and Instructions**

**Contract Administrator: Wondem Asres**

**DATE: October 1, 2015**

**E-MAIL:** [**wasres@wmata.com**](mailto:wasres@wmata.com)

**NOTE:**

**THIS REQUEST FOR QUOTATION IS BEING ISSUED UNDER THE SIMPLIFIED ACQUISTION FOR PROCUREMENTS UP TO $150,000.00. ANY RESPONSE OVER $150,000.00 WILL NOT BE CONSIDERED.**

**THERE WILL BE NO FORMAL BID OPENING FOR THIS PROCUREMENT.**

**SOLICITATION INSTRUCTIONS**

1. **Type of Contract**: The Authority contemplates award of a firm fixed price contract resulting from this solicitation.

**2. Acceptance or Rejection of Quotations**: The Authority reserves the right to accept or reject any or all offers on any or all items within **5** calendar day(s) from the date set for opening of solicitations.

**3. Minimum Acceptance Period:** The Authority requires a minimum acceptance period of **30** calendar days.

**4.** **Submittal of Quotations:** Quotations may be emailed or delivered in person to:

**E-Mail:** wasres@wmata.com

**Quotation to**: Attn: Wondem Asres

Tel: (202) 962-1806

**Quotation must be received by WMATA no later than 10/12/15 @ 4:00 PM**

**5. PERIOD OF PERFORMANCE**

The contract period of performance is 180 days from award date.

**6. PLACE OF PERFORMANCE**

Portions of the work will be performed on site at Metro headquarters.

**7. CONTRACTOR RESPONSIBILITIES**

Contractor shall complete and return this Proposal. The proposal shall include the Price Schedule and sign solicitation on page **3** for consideration.

Please do not forget to sign the Insurance Requirements attached at the end of this document.

**NOTE**

Please be advised **all** vendors and contractors doing business with the Washington Metropolitan Area Transit Authority (WMATA), or who may do business with WMATA, **must** be registered in the WMATA Vendor Registration System (VRS) before they can be awarded a contract. If you have not registered in the new system, please contact Phillip Barrett, Jr, in our Vendor Relations Office on 202-962-2292 or [pbarrettjr@wmata.com.](mailto:pbarrettjr@wmata.com.)

**Please be aware that it is the vendor’s responsibility to register and update all information in VRS.**

The Washington Metropolitan Area Transit Authority (WMATA) hereby requests your quotation for the following:

**Submit proposal as outlined on page 4-6.**

|  |  |  |  |
| --- | --- | --- | --- |
| Hours | Description (Job Position Title) | Unit Price | Extended Price |
| 80 | Attorney – employment law specialization (senior attorney) |  |  |
| 250 | Attorney – employment law specialization  (junior attorney) |  |  |
|  | Total |  |  |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature

Company Name

Date

**Legal Review of Employment Policies and Instructions**

**STATEMENT OF WORK**

**Introduction**

Washington Metropolitan Area Transit Authority (Metro) was created by an interstate compact in 1967 to plan, develop, build, finance, and operate a balanced regional transportation system in the national capital area. Metro began building its rail system in 1969, acquired four regional bus systems in 1973, and began operating the first phase of MetroRail in 1976. Today, MetroRail serves 91 stations and has 117 miles of track. MetroBus serves the nation's capital seven days a week with 1,500 buses. Metrorail and MetroBus serve a population of 5 million within a 1,500-square mile jurisdiction. Metro began its paratransit service, MetroAccess, in 1994 providing about 2.3 million trips per year.

Metro’s strategic plan, Momentum, establishes the organization’s long-term strategy that will guide our decisions over the next ten years to ensure that the transit system continues to support the jurisdictions it serves. Metro’s strategic goals include:

Goal 1: Build and maintain a premier safety culture and system

Goal 2: Meet or exceed expectations by delivering quality customer service

Goal 3: Improve regional mobility and connect communities

Goal 4: Ensure financial stability and invest in our people and assets

Metro’s workforce is comprised of both non-represented and represented employees. Represented employees encompass approximately 88% of the workforce governed by five collective bargaining units. Conversely, non-represented employees encompass approximately 12% of the workforce governed by a collection of policies and instructions that contain embedded procedures (“policies”).

The objectives of this project are to:

• Review existing employment policies;

• Determine whether or not Metro is compliant with legal requirements as pertaining to employment policies; and

• Identify instances of legal non-compliance or risk.

**Background**

Metro’s employment policies are outdated and require review to ensure legal compliance.

**Current Scope of Work**

1. Identification of all instances of legal non-compliance in current policies, including a plan for prioritizing and addressing the deficiencies.

2. At Metro’s option, prepare policy revisions or additions necessary to address deficiencies.

**Performance and Acceptance Criteria**

1. Executive summary that demonstrates an understanding of Metro’s intent, objectives and how the proposal would achieve those objectives. The summary must discuss proposer’s strategy, capacity to perform, and safeguards for ensuring security of data and confidentiality of records, satisfying the scope of services in the RFP and any additional factors for Metro’s consideration.
2. Detailed proposal that at a minimum includes and outlines the following:

a. Work breakdown structure/schedule that identifies target dates for deliverables and milestones (subject to Metro agreement) and the level at which project controls will be exercised.

b. Definition of the review processes for each milestone and deliverable.

c. Description of the key individuals and their roles on the proposer’s team who will perform the services as outlined in this scope of work. Provide resumes for key team members, explain their relevant experience, expertise and availability as related to the work described in this RFP. *No attorney with less than four years’ experience should be identified without prior written approval of the Contracting Officer’s Technical Representative. Should the responders to this RFP be proposing attorneys for isolated tasks within this task order, identify the fact and the expected number of hours for those isolated tasks. Otherwise, all listed attorneys will be assumed to be on your proposal team for all purposes. Include any additional information believed to be known relating to this task order.* If the proposer chooses to use subcontractors, the proposal must describe its approach to managing its subcontractors effectively.

d. Number of staff and expected hours required to perform the work required resulting in the earliest possible project completion and related expenses (travel, lodging, meals, etc.);

e. A description of how the parties will conduct communication and status review (define communication cadence, i.e., phone, email, face-to-face meetings, conference calls).

**Performance Schedules**

See performance and acceptance criteria; required as a deliverable.

**Location of work and any constraints**

Portions of the work will be performed on site at Metro headquarters.

**Evaluation Criteria**

1. Quality of project work breakdown structure.

2. Experience of key personnel, qualifications and availability of staff.

3. Experience with doing similar projects with organizations similar in size and complexity.

**Deliverables**

1. Written opinion of where policies are non-compliant and associated prioritization of legal risk.

2. At Metro’s option, preparation of revised and/or additional employment policies.

**CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

1. The work will be conducted under the general direction of the Contracting Officer. Authority will be delegated to the Contracting Officer's Technical Representative (COTR) to take the following actions:
2. Act as the principal point of contact with the Contractor. A copy of each item of incoming correspondence and a copy of any enclosures shall also be submitted to the Contract Administrator (CA).
3. Review and approve invoices and payment estimates. Forward invoices and receipts to Accounting. In those cases requiring release of final retained percentage of payment, the COTR will make his recommendations in writing to the Contracting Officer.
4. Coordinate correspondence with the CA if its importance significantly impacts the contractual terms and obligations. Where such coordination is unnecessary, provide an information copy to the CA.
5. Provide the CA with information copies of any memorandum for record which is relative to the contract.
6. Notify the Contracting Officer whenever the COTR has reason to believe that the estimated not-to-exceed amount will be exceeded.
7. Prepare the Authority estimate for proposed contract modifications. Participate in negotiations of modifications.
8. Approve, in writing, the Contractor's progress schedule when required.
9. Receive from the Contractor, monthly, if applicable, DBE status reports and forward them to the Office of Civil Rights (CIVR).

b. There are certain actions which are reserved for only the Contracting Officer. They are:

1. Approval of contract modification quotations.
2. Issuance of written orders to stop and/or resume work under Article 10, "Stop Work Orders", of the General Provisions.
3. Negotiation with the Contractor for adjustment of contract price and/or time.
4. The COTR is not authorized to render final decisions under the DISPUTES article of the General Provisions.
5. The COTR is not authorized to issue Termination Notices pursuant to the terms of this contract.
6. The presence or absence of the COTR or his inspectors shall not relieve the Contractor from any requirements of the contract.

**Standard Purchase Order Terms and Conditions**

**1. DEFINITIONS (MAR 08)**

(a) **“Authority”** means the Washington Metropolitan Area Transit Authority.

(b) **“As indicated”** means as shown in applicable drawings, as described in the specifications, as required in the Purchase Order form, or as required in documents referenced by the Authority therein.

(c) **“Contracting Officer”** means the person executing this purchase order on behalf of the

Authority within the limits of his/her authority.

(d) **“Item”** means goods, supplies, materials, equipment, or services described or listed herein, or in the Request for Quotes or the Purchase Order.

(e) **“Vendor”** means an individual, firm, partnership, corporation, limited liability company, or any combination thereof, to which a purchase order is issued.

**2. PREPARATION AND SUBMISSION OF QUOTES (MAR 08)**

(a) **Form.** Quotes solicited by the Authority must be submitted on the Request for Quote forms furnished or authorized by the Authority in order to be considered.

(b) **Method.** Quotes shall contain the WMATA stock number, manufacturer’s name and part number, unit price, and delivery date for the items listed. The price must be a firm-fixed price for 30 days. When a quote is submitted by facsimile, the quote shall be signed and shall contain the identification number, the date, time, and the address of the vendor. The quote should be faxed to the Contracting Officer or his designated representative listed on the Request for Quote form. Electronic quotes shall be submitted through the specific e- commerce portal authorized by the Authority. Quotes received after the date and time indicated for receipt will not be considered. The Authority reserves the right to extend the date for receipt of quotes in the absence of competition.

**3. AWARD (MAR 08)**

(a) **Right to Reject.** The Authority reserves the right to reject any and all quotes and to waive informalities and minor irregularities in quotes received, other provisions herein notwithstanding.

(b) **Aggregate or Line Item Award.** Award will be made in the aggregate or on a line item basis, wherever is more advantageous to the Authority.

(c) **Basis of Award.** Award(s), if made, will be to the responsible vendor offering the lowest quotation that meets the Authority’s requirements. Any such award will be made within 30 days after receipt of the quote.

(d) **Execution.** A Purchase Order signed by the Authority’s Contracting Officer, mailed or delivered to the vendor within the time indicated in paragraph 3(c) will result in a binding agreement without further action by either party.

(e) **Implementation.** The Purchase Order shall be interpreted, construed, and given effect in all respects according to the laws of the District of Columbia, Maryland, Virginia, and the United States.

(f) **Severability.** If any provision(s) of this Purchase Order shall be held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**4. TERMS OF PAYMENT (MAR 08)**

(a) **Discounts.** The vendor may offer discounts for timely payments. Such discounts will not be considered in determining the lowest quote.

(b) **30 Day Term.** The quote will be automatically subject to a 30-day term of payment, unless the vendor offers a discount. The Authority will not be liable for interest, however represented, on any sums claimed hereunder.

(c) **Computation of Discount.** Discount time will be computed from the date of delivery at the place of acceptance or from receipt of a correct invoice at the office specified by the Authority, whichever is later. Payment is made, for discount purposes, when the check is mailed, or if applicable, when funds are electronically transferred (see 5(a) below).

(d) **Garnishment of Payments.** Payments made under this purchase order shall be subject to any garnishment and attachment orders issued pursuant to the laws of Maryland, Virginia, and the District of Columbia, and to levies issued under the laws of the United States.

**5. METHODS OF PAYMENT (MAR 08)**

(a) **Electronic Fund Transfer.** Vendors are strongly encouraged to convert to electronic fund transfers by completing the Electronic Fund Transfer (EFT) Vendor Payment Enrollment Form and faxing it to (202) 962-1655, WMATA Accounting Office, ATTN: Manager. Use of this method allows for expedited payment compared with payment by check. Payments by this method are deposited directly into the vendor’s designated bank.

(b) **Check Payment.** Although not the preferred method of payment, WMATA will disseminate paper checks, however, this method of payment is not the most expedient and may result in delays.

**6. INVOICING (MAR 08)**

(a) **Submission of Invoice.** The vendor shall prepare and submit an original invoice to: WMATA, Office of Accounting-Accounts Payable, 600 Fifth Street, NW, Washington, D.C.

20001. If submission of electronic invoices is authorized by the Authority, the invoice may be submitted via AP-EDI (Electronic Data Interchange) format to WMATA’s Accounts Payable Office. To arrange for electronic submission, vendors should contact the WMATA Accounting Hotline number (202) 962-2220 or fax requests to (202) 962-1655.

(b) **Invoice Requirements.** Each invoice must include the: (1) Purchase Order number; (2) invoice date; (3) date of delivery or shipment of the supplies or equipment, or for services, the period of performance; (4) description of the supplies or equipment delivered, or, if applicable, the service performed; (5) quantity shipped; (6) unit and extended price, less any applicable discounts; (7) total amount invoiced; and (8) remittance address. If multiple invoices are submitted, the invoices must be numbered sequentially.

(c) **Final Invoices.** All final invoices shall be clearly marked “FINAL INVOICE.”

(d) **Authority Tax Exempt Numbers.** The Authority is exempt from federal, District of

Columbia, and state taxation. The Authority’s tax numbers are as follows: Federal, 52-

0847040; District of Columbia, 5611-0082187-001; Maryland, 30072210; and Virginia no longer issues a numbered certificate, instead, for each purchase made in Virginia, the Vendor will go to the <http://www.wmata.com/business/vendor_business_forms.cfm>and print and complete the required Virginia certificate.

**7. INDEMNIFICATION (MAR 08)**

(a) **General Indemnification.** The vendor shall indemnify and hold harmless the Authority, its directors, officers, agents and employees from and against all claims, demands, suits, loss damage, injury and liability, including any and all costs and expenses incurred in connection therewith, however caused, resulting form, arising out of, or in any way connected with the performance of this Purchase Order, including the delivery of the materials or equipment to the Authority at the time and point of delivery indicated when delivery is an obligation of the vendor under the Purchase Order.

(b) **Patent Indemnity.** The vendor shall assume the defense of all claims and suits against the Authority, its directors, officers, agents or employees, for infringement of patents, copyrights, or trademarks of any person arising out of use by the Authority, its directors, officers, agents or employees of any articles supplies under this Purchase Order and the Seller shall indemnify, defend, and hold harmless the Authority, its directors, officers, agents or employees from any and all liability, loss, or damages arising from such claims or suits.

**8. PROHIBITED CONDITIONS (MAR 08)**

(a) **Officials Not To Benefit.** No member of or delegate to the Congress of the United States, or resident commissioner, Official of the District of Columbia, or employee, official, or member of the WMATA Board of Directors shall have a monetary benefit or interest directly or indirectly from this Purchase Order. For any willful violation of this provision, the Authority shall have the right to annul this Purchase Order without liability and/or recourse to any other remedy it may have at law.

(b) **Gratuities.** The Authority may, by written notice to the vendor, terminate this Purchase Order if it is found, after notice and a hearing by the Contracting Officer or his authorized representative, that gratuities, such as entertainment, gifts or money, were offered or given by the vendor to the Director, Officer, or any employee of the Authority, with a view toward securing this Purchase Order, favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of the Purchase Order. The decision of the Authority or its authorized representative shall be final and conclusive unless determined by a court of competent jurisdiction to be not supported by the facts.

(c) **Contingent Fees.** The vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Purchase Order upon an agreement or understanding for commission, brokerage, or contingent fee except bona fide employees of a bona fide established commercial or selling agency maintained by the vendor for the purpose of securing business and disclosed to the Authority prior to the date of this Purchase Order. For any willful violation of this provision, the Authority shall have the right to cancel this purchase order without liability or in its discretion to deduct from the Purchase Order price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

(d) **Debarred Contractors.** The vendor warrants that it is not debarred, suspended, or otherwise excluded by Federal government agencies from receiving federal contracts or federally approved subcontracts (see also Paragraph 12(d)).

**9. PRICE, SHIPMENT, AND DELIVERY (MAR 08)**

(a) **Price.** Prices shown on the Purchase Order may not be exceeded without the written authorization of the Contracting Officer or designee, prior to shipment or delivery of performance. If a higher price is authorized, a change order will be generated to reflect the cost.

(b) **Time of Delivery.** The time and date of deliveries are of the essence on this Purchase Order. The vendor’s failure to deliver at the time and date specified shall be the basis for rejection, cancellation, or default termination by the Authority. The place of delivery shall be that set forth in the Purchase Order entitled “Ship to.” Delivery shall be made during normal working hours only, unless otherwise agreed.

(c) **Cancellation. (MAR 08)** The Authority shall have the right to cancel this Purchase Order if not filled by the required delivery date specified in the Purchase Order or in accordance with the terms specified. The Authority reserves the right to return deliveries received after notification of cancellation at the vendor’s expense.

(d) **Packaging of Goods.** No charges are allowed for boxing and packing, unless otherwise agreed. The vendor shall package goods in accordance with commercial practice and shall secure the lowest appropriate transportation costs, unless otherwise agreed. Each shipping container shall be clearly and permanently marked with the following: (1) vendor’s name and address; (2) Authority’s full name and the address of the place of delivery; (3) Purchase Order number; (4) name of the Contracting Officer or his designated representative; (5) container number and total number of containers, for example “Box 1 of 4 boxes,” and (6) container bearing the shipping/packing list. The Authority’s count or weight shall be conclusive on shipments not accompanied by a shipping/packing list.

(e) **Transportation Charges.** Transportation terms are F.O.B. Destination, unless otherwise specified. If the quoted delivery terms do not include transportation costs, the Authority shall reimburse the vendor for transportation costs in the amount specified in the vendor’s bid, or actual costs, whichever is lower. If transportation costs are based on actual costs, a copy of the freight bill showing actual costs for the shipment must be attached to the invoice. The Authority has the right to designate the method of transportation to be used to ship the goods.

(f) **Changes.** The Contracting Officer shall have the right to make changes by modification in writing to the vendor. If such changes cause an increase or decrease in the vendor’s cost of or time required for performance, an equitable adjustment shall be made in the Purchase Order price, delivery schedule, or both. Any claim for equitable adjustment must be asserted by the vendor within 30 days from the date of receipt of the change order. Nothing contained herein shall relieve the vendor from proceeding without delay in the performance of this Purchase Order as changed.

(g) **Inspection and Acceptance.** Inspection and acceptance will be at the destination, unless otherwise agreed to. Until delivery and acceptance, and after any rejections, risk of loss will be on the vendor unless the loss results from the negligence of the Authority. Latent defects may result in the revocation of acceptance. The vendor must pay for all transportation charges both ways on rejected material.

(h) **Substitution.** No substitutions are permitted without the written approval of the Authority. (i) **New and Unused.** All goods shall be new and unused unless otherwise specified.

(j) **Compliance Laws and Regulations.** All goods and services ordered shall comply with all federal, state, and local laws and regulations.

**10. TERMINATION (MAR 08)**

(a) Convenience. The Contracting Officer may, by written notice, terminate this purchase order, in whole or in part when it is in the best interest of the Authority. In the event of such termination, the Authority shall be liable only for the payment of supplies delivered, services performed, or construction completed, and that have been accepted by the Authority prior to the effective date of the termination.

(b) **Default.** The Contracting Officer may by written notice terminate this Purchase Order, in whole or in part, for failure of the vendor to perform any obligation or comply with any requirement of this Purchase Order. This written notice shall specify the extent to which performance of the work under the Purchase Order is terminated and the date on which such determination is effective. The vendor shall be liable for damages, including the cost of procuring similar supplies, services, or completing construction.

**11. FEDERAL LAWS**

The following federal laws apply to construction contracts greater than $2,000:

(a) **Copeland Act.** The Contractor shall comply with the requirements of the Copeland Act in

29 CFR Part 3, which are incorporated by reference in this contract.

(b) **DAVIS-BACON AND RELATED ACTS**. The Contractor agrees to comply with all terms and conditions, rulings, and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5. Such terms and conditions, rulings, and interpretations are incorporated by reference into this contract.

**12.**  **FEDERAL PROVISIONS**

(a) **AUDIT AND INSPECTION OF RECORDS**. The Contractor agrees to maintain all books, records, accounts, and reports required under this contract for a period of three years after the date of termination or expiration of this contract, and agrees to provide the Authority, US Department of Transportation, the Comptroller General of the United States, or any of their duly authorized representative(s) with access to any books, papers and documents of the vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(b) **CARGO PREFERENCE**. This provision applies when the contract exceeds $3,000, in which case the Contractor agrees:

1. To utilize privately owned U.S.-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for U.S.-Flag commercial vessels.
2. To furnish within 20 working days following the date of loading for shipments originating within the United Sates or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on board” commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to WMATA (through the Contractor in the case of a subcontractor’s bill-of-lading) and to the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street SW, Washington, DC 20590.

(3) To include these requirements in all subcontracts pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean liner.

(c) **NON DISCRIMINATION ASSURANCE**. These provisions apply when the contract exceeds $3,000.

(1) **NON DISCRIMINATION**. In accordance with Title VI of the Civil Rights Act, as amended, 42 U. S. C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U. S. C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U. S. C. § 12132, and Federal Transit Laws at 49 U. S. C. §5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Transit Administration (FTA) may issue.

(2) **EQUAL EMPLOYMENT OPPORTUNITY**. The following equal employment opportunity requirements apply to the underlying Purchase Order:

(i) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(ii) **Age**. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(iii) **Disabilities**. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Opportunity Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

(d) **DEBARMENT & SUSPENSION CERTIFICATION**. The Contractor is bound by its certification contained in its offer to the Authority that neither, the Contractor, its principals nor affiliates, are excluded or disqualified at 49 CFR 29.940 and 29.945. The certification is a material representation of fact, relied upon by the Authority in entering into this Purchase Order. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR Part 29, Subpart C, throughout the term of this Purchase Order. The flow-down requirement is that the Contractor agrees to include this requirement in all subcontracts at all tiers under the contract.

(e) **FEDERAL CHANGES**. This provision applies when the contract exceeds $3,000, in which case the Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (MA) Form (FTA MA (14) dated October 1, 2007) between the Authority and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor’s failure to so comply will constitute a material breach of this contract. The flow-down requirement is that the Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal Assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(f) **FLY AMERICA**. This provision applies when the contract exceeds $3,000, in which case the Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U. S. Flag air carriers for U. S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The flow-down requirement is that the Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

(g) **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**. This provision applies when the contract exceeds $3,000. The preceding provisions include, in part, certain Standard Terms and Conditions required by the U. S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or any revision thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all DOT or FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests which would cause the Authority to be in violation of the FTA terms and conditions. The flow-down requirement is that the Contractor agrees to include this clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the vendor who will be subject to the provisions.

(h) **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**. This provision applies when the contract exceeds $3,000, in which case the Authority and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Authority, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The flow-down requirement is that the Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will subject to its provisions.

(i) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**. This provision applies when the contract exceeds $3,000, in which case:

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq and U.S. DOT Regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, false, fictitious or fraudulent claim, statement, submission or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate. The flow-down requirement is that the Contractor also agreed to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

(j) **RECYCLED PRODUCTS/RECOVERED MATERIALS**. This provision applies to contracts for items designated by the Environmental Protection Agency, when the vendor procures $10,000 or more of one of these items during the fiscal year, or has procured $10,000 or more of such items in the previous fiscal year. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended 42 U.S.C. 6962 including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The flow-down requirement is that the Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

**NO ADDITIONAL TERMS AND CONDITIONS SHALL SUPERCEDE THE TERMS AND CONDITIONS CONTAINED HEREIN.**

**WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**

**FEDERAL PURCHASE ORDER TERMS AND CONDITIONS**

**Washington metropolitan area transit authority**

**Insurance Requirements for Simplified Acquisitions**

**RFQ-16-HR-33604 Legal Review of Employment Policies and Instructions**

**Indemnification**

1. Contractor shall indemnify, defend and hold harmless the Authority, its directors, officers, employees and agents, from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including reasonable attorney’s fees), of whatsoever kind and nature for injury, including personal injury or death of any person or persons, and for loss or damage to any property, including the property of the Contractor and the Authority, occurring in connection with, or in any way arising out of the use, occupancy and performance of the work and/or any acts in connection with activities to be performed under this contract, unless the loss or damage is due to the sole negligence of the Authority. Nothing in the preceding sentence shall be deemed to relieve Contractor from ultimate liability for any obligation of Contractor under this Contract.

1. Contractor shall indemnify, defend and hold harmless the Authority, its directors, officers, employees and agents, against any and all claims, liabilities, losses, demands, damages, penalties, costs, charges, remedial costs, environmental claims, fees or other expenses including attorneys fees, related to, arising from or attributable to any effluent or other hazardous waste, residue, contaminated soil or other similar material discharged from, removed from, or introduced on, about or under the job site; provided, however, that the foregoing indemnity does not apply to loss or damage due to preexisting conditions, whether known or unknown.
2. If any action or proceeding relating to the indemnification required is brought against the Authority, then upon written notice from the Authority to the Contractor, the Contractor shall, at the Contractor’s expense, resist or defend such action or proceeding by counsel approved by the Authority in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend the same. The Authority reserves the right to use its own counsel under this indemnity at Contractor’s sole cost and expense.
3. Contractor understands and agrees that it is Contractor’s responsibility to provide indemnification to the Authority pursuant to this Section. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of Contractor’s insurance to fully fund any indemnification shall not relieve the Contractor of any obligation assumed under this indemnification.

**Coverages with an “X” are required:**

[ X ] Workers’ Compensation – Statutory Limits; Employer’s Liability, $1,000,000 per accident/disease

[ X ] Commercial General Liability insurance (CGL) - $2,000,000 per occurrence

[ X ] Automobile Liability insurance - $2,000,000 per occurrence

**Insurance Provisions:**

* Insurance carriers shall have an A.M. Best rating of at least A-/VII.
* If RRPL is required, the Contractual Liability Exclusion (applicable to work to be performed within 50 feet of railroad property) must be removed from CGL policy and Umbrella.
* WMATA shall be named as an additional insured on the Commercial General Liability and the Auto Liability insurance policies.
* All insurance shall be primary and non-contributory to any insurance WMATA may have.
* WMATA shall be provided at least 30 days written notice of cancellation, nonrenewal or material change in coverage.
* Contractor/Vendor shall provide evidence of insurance coverage to WMATA in the form of a current certificate(s) of insurance, including the Additional Insured Endorsement on the CGL, at least ten (10) days prior to performance of work and/or services. The coverage provided by the additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.’s Additional Insured Form CG 20 10 11 85 or CG 20 26 11 85 as determined by WMATA.
* Upon expiration of the policies, Contractor shall provide renewal COIs and all applicable endorsements to the Authority, with terms and limits no less favorable than the expiring insurance policies.

Contractor/Vendor agrees to indemnify, defend and hold harmless WMATA from all liability for bodily injury (including death) and property damage suffered by any person, and for all physical damage to Contractor/Vendor’s property occurring in connection with or arising out of the work activities to be performed under the Purchase Requisition.  Contractor/Vendor agrees to procure and maintain the insurance indicated above.

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Authorized Signature Printed Name Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title

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Company Name