



# Request For Quotation

## Solicitation for Merchandise Sales Program

**RFQ-FY16-A&MD-32872:**

**Gerald G. Copeland**

**October 7, 2015**

**October 14, 2015**

**ggcopeland@wmata.com**

**NOTE:**

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

**THERE WILL NOT BE A FORMAL BID OPENING FOR THIS PROCUREMENT.**

## **NOTICE TO ALL VENDORS**

Please be advised that all vendors and contractors who do business with the Washington Metropolitan Area Transit Authority (WMATA) must register in the WMATA Vendor Registration System. Registration is located at <http://www.wmata.com>  
*New Vendor Registration.*

If you are a vendor or contractor and *HAVE* done business with WMATA in the past, please electronically request your company's User ID and Password at <http://www.wmata.com>  
*Forgot User Id/Password.*

Registered Vendor Benefits:

- Visibility to WMATA contract administrators and/or purchasing agents during the purchasing decision period;
- Visibility to other 17,500 registered vendors for possible business opportunities;
- Opportunity to update online, company information such as an e-mail address or contact person on-line;
- Sign up for electronic payment option; and
- Ability to electronically reset User Id and Password.

Any questions regarding registration may be addressed to Vendor Relations at (202) 962-1408 or [procurement@wmata.com](mailto:procurement@wmata.com). Please be aware that it is the vendor's responsibility to register and update all information in VRS.

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**REQUEST FOR QUOTE**

The Washington Metropolitan Area Transit Authority (WMATA) requires the services of a qualified vendor to design and provide a sales program that will market and promote the Authority's promotional merchandise. The program shall generate maximum revenue through a concise and comprehensive merchandise sales program. Proposals are due no later than August 18, 2015 at 2:00PM. This is a simplified acquisition. To that end, the Authority is issuing this Request for Quote (RFQ) to solicit quotations from qualified firms and individuals who can satisfy the requirements contained herein.

**COMMISSION SCHEDULE SHEET**

This is a Merchandising Services Revenue Generating Contract with a fixed commission percentage payment to WMATA. The commission payments evaluation will be conducted based upon a lump sum percentage for the base and options. Therefore, you must provide a percentage for items 1 through 3. Period of performance shall be a base period from award to June 30, 2016, with two (2) one-year option periods.

The contractor shall pay the Authority a percentage of all gross sales made to the general public, WMATA employees, designated merchandise outlets, and direct sales to WMATA. This payment shall accompany the sales and accounting information due on or before the 15<sup>th</sup> of each month. The percentage provided in your quote is based on an estimated revenue of \$20,000.00

	<b><u>Commission Percentage to WMATA</u></b>	<b><u>Licensing:</u></b>
Item #1 Base Period	_____ % (August 25, 2015 – June 30, 2016)	_____ %
Item # 2 Base Period	_____ % (August 24, 2016 – June 30, 2017)	_____ %
Item #3 Base Period	_____ % (August 25, 2017 – June 30, 2018)	_____ %

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

\*Notes:

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 (VSR) before they can be awarded a contract. If you have

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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.

Pricing shall be F.O.B Destination, covering all costs including but not limited to labor, materials, markups, overhead, profit, insurance, fuel, freight, and transportation where applicable.

The Contractor shall complete entries in the % columns titled **Commssion Percentage to WMATA** . The percentage shown on the Price Schedule Sheet shall constitute full compensation for all costs of performance under this contract. Price evaluation will be based on the percentage of the Extended Price.

### **SCOPE OF WORK**

#### **1. PURPOSE**

The Washington Metropolitan Area Transit Authority (WMATA or the Authority) is seeking a professional and qualified contractor to design and provide a sales program which will market and promote the Authority's promotional merchandise. The successful contractor must be able to, at a minimum:

- Secure merchandise;
- Fulfill orders; and,
- Execute marketing activities.

The contractor must aggressively maximize the sale of merchandise.

The Authority's primary objective is to generate the maximum revenue through a concise and comprehensive merchandise sales program. The successful contractor should be innovative and creative in the design of merchandise branded with the WMATA graphics/logo to promote name recognition and awareness.

#### **2. PERIOD OF PERFORMANCE**

The Period of Performance for the base contract will be January 1, 2016 through June 30, 2019, with two successive one-year option periods through June 30, 2021. The opportunity for the two one-year options will be based upon satisfactory revenues and contractor performance. Exercise of the options will be based upon a determination that continuing the relationship will be the most advantageous method of securing the services for the Authority. These options are exercised for WMATA unilaterally with the same terms and conditions contained within this contract, provided that written notice of the exercise of the option is provided by WMATA to the contractor no less than 30 days prior to the scheduled termination of the contract.

#### **3. DESCRIPTION**

The merchandise contractor shall be committed to providing WMATA with the highest revenue possible through merchandise sales. The contractor shall develop a merchandise program, develop web-based sales, design/produce collateral material, acquire merchandise, promote the

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program, maintain inventory and fulfill orders as detailed in section 4. Additionally, the merchandise contractor will be responsible for licensing of branded products, acceptable to WMATA; and for seeking wholesale opportunities through brick and mortar and online retail vendors.

**4. MERCHANDISE PROGRAM REQUIREMENTS**

Under the preferred merchandise program desired by the Authority, the contractor will propose creative alternatives to merchandise procurement, sales, ownership and licensing issues whereby:

- A. The contractor will maintain ownership of all unsold inventory.
- B. The contractor will process all merchandise orders submitted by customers, WMATA employees, and WMATA departments under mutually agreed upon terms.
- C. The contractor will work with licenses set up by WMATA.
- D. The contractor can and shall set up licensing agreements with vendors – WMATA will have final authority for approval of all license agreements.
- E. WMATA retains all rights to “trademark” and “copyright” on any and all items including drafts, edited materials, changes, finals, products, descriptions, logos, maps, or any other items used in the production of the prototypes and merchandise.

**5. PRICE SCHEDULES**

The contractor will provide WMATA with a sales price list for all items to be sold. This sales price list will be considered firm upon consummation of the agreement, and will only be changed after written approval of the COTR. A three-tier price schedule will include:

- 1. Retail price to the general public;
- 2. Discounted price to WMATA employees; and,
- 3. Wholesale price for WMATA bulk orders.

**6. MARKETING/BUSINESS PLAN**

The contractor will submit an annual marketing/business plan detailing sales goals, new merchandise and promotional activities no later than 45 days from contract award/notice of award, and then by May 1<sup>st</sup> of each subsequent contract year.

**7. REFUND POLICY**

The contractor will develop and administer an acceptable refund procedure to properly compensate customers with damages or exchanges.

**8. BILLING AND COLLECTIONS**

The contractor will perform all billing and collections connected with this contract. The Authority will not be responsible for uncollected billings. The contractor will provide the Authority with an electronic monthly status report on billings and collections. The contractor will maintain complete

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and accurate accounts of all transactions related to and affecting this contract. The contractor will make such books and records available for inspection by WMATA or its authorized representatives, at all reasonable hours and times, for a period of three (3) years after the expiration of each contract year termination.

**9. TAXES/PERMITS**

The contractor will assume the obligation for all sales taxes, tax-exempt or any other taxes, fees or charges levied, on account of, or in connection with the sale of merchandise and/or its operation. The contractor will be required, at no cost to WMATA, to obtain and maintain as current, all permits required by local state or federal agencies.

**10. SALES AND ACCOUNTING REPORTS**

The contractor will provide WMATA with accurate sales and accounting information by item, detailing purchases by month and year to date. Information is to be provided every 30 days, no later than the 20<sup>th</sup> day of each month for sales made during the immediately preceding month and to submit, without notice, to audit by WMATA pertinent records relating to the merchandise sales program. The sales reports should be submitted electronically and contain the following information:

- a. Sales by customer type: Authority employee, retail, Authority wholesale, retail wholesale
- b. Item number, sales price and description
- c. Total number of orders by type: fax, phone, website, mail order, etc.
- d. Sales by location: WMATA Sales offices, web site, contractor locations, special event sales, retail outlets, etc.
- e. Tracking of sales by month, year-to-date
- f. Detailed information on refunds, number, amount, reason
- g. Customer names, mailing addresses and items purchased
- h. Commissions reported by month and year-to-date

**11. CUSTOMER DATABASE**

The contractor will provide WMATA with:

- A. A list of names and addresses of all individuals and organizations who placed orders for WMATA merchandise;
- B. Sales data, upon request and automatically on a monthly basis; and,
- C. Data on the velocity of merchandise sales as requested.

**12. FISCAL JUDGEMENT**

The contractor will exercise sound financial and administrative judgement in order to maintain its sales, service and inventory operation and to ensure the maximum revenue return to the Authority, subject to the provisions and limitations contained herein.

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**13. AUTHORITY AUDITS OF INVENTORY**

The Authority will perform audits of inventory at its discretion for the purposes of monitoring the contractor's performance and compliance with the terms and conditions of the contract. Formal reports containing the Authority's findings will be transmitted to the contractor for response and comment. Response to questions requiring action for comment by the contractor will be made within ten working days from the contractor's receipt of the report. Receipt of the report shall also be considered as notification for penalty payments required by specific sections of this contract.

**14. ASSIGNMENT OF MERCHANDISE**

Upon expiration of the terms of this contract or the extension thereof, or upon early termination not attributable to default by the contractor, the contractor shall immediately determine a mutually agreeable cost for the Authority inventory to assign and transfer to the Authority or its designee. Following such assignment and transfer, the Authority or its designee shall pay the contractor the pre-established fair market value.

**15. MERCHANDISE PROGRAM SCHEDULE**

Within 15 calendar days of the Notice of Award, the contractor will submit a merchandise program implementation schedule to the COTR for approval. Full implementation shall be consistent with the end of the current contract with coordination by the Authority with the incumbent contractor so that there will not be a period without a merchandise sales program.

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**INSTRUCTIONS**

1. **Type of Award:** The Authority will award a requirements type Purchase Order resulting from this solicitation. Unless otherwise specified, all goods and materials furnished to the Authority must be new and unused. Contractors are advised that:
  - a. If "Services" are to be performed pursuant to this RFQ, they must be provided in all respects as specified herein and include the services to be furnished, together with any labor, material or other work necessary for satisfactory performance.
  - b. If "Supplies" are to be provided pursuant to this RFQ, they must be in all respects as specified herein and include the items to be furnished, together with any labor, service or other work necessary for satisfactory performance.

**Basis for Award:**

- a. The Award(s), if made, will be made to the Contractor (i) whose Quote is judged to be responsive to the terms of the solicitation and based solely upon the price as identified in the Price Schedule and (ii) who demonstrates to the satisfaction of the Authority that it is responsible for purposes of award of a Purchase Order. Any such award will be made within 90 days after receipt of the quote.
- b. If, after receipt of the quotes, the Contracting Officer determines that adequate price competition does not exist, the Contractor shall provide certified cost or pricing data as requested by the Contracting Officer.

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- c. Unless otherwise expressly specified in the Price Schedule the Authority may make multiple awards as a result of this solicitation.
  - d. Notwithstanding the foregoing or any other provision in Terms and Conditions, the Authority reserves the right to reject all bids and cancel this RFQ at any time prior to award.
2. **Minimum Acceptance Period:** The Authority requires a minimum acceptance period of 90 calendar days from the due date of this RFQ.

3. **Delivery Location:**

Washington Metropolitan Area Transit Authority  
600 5th Street, NW, Washington DC, 20001  
Attention:

Shipment notification and tracking information must be provided to the WMATA point of contact to ensure the representative will be present to receive the item(s).

4. **Warranty**

**DOES NOT APPLY**

The Contractor warrants all services provided, components, parts and material furnished under this contract against defects or failures, for a period of at least one (1) year from the date of acceptance.

5. **Submittal of Quotations:**

Submit one (1) completed and signed copy of the Price Schedule Sheet. Questions concerning this Request for Quotation may be directed to:

WMATA  
Office of Procurement & Materials  
600 Fifth Street, NW  
Third Floor, Room 3C-03-C  
Washington, DC 20001  
Attn: Gerald Copeland  
(202) 962-1299

**E-Mail:** [gccopeland@gmail.com](mailto:gccopeland@gmail.com)



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**TERMS AND CONDITIONS OF PURCHASE ORDER**

**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 90 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 60 days after receipt of the quote.

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- (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.** Payments will be made following Acceptance of the Services or Supplies to be provided under this Contract and after receipt of a properly completed invoice. WMATA will accept the submittal of invoices in one of the following methods:

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- (1) Email: Invoices may be submitted through email at: [apinvoice@wmata.com](mailto:apinvoice@wmata.com). Please submit one invoice and supporting documentation per PDF attachment. You may submit more than one PDF attachment per email.
- (2) Fax: Invoices may be submitted via the following number: 1-866-534-9063. Please submit one invoice and all supporting documentation for this invoice per fax.
- (3) Regular Mail: Invoices may be submitted via U.S. Postal Service to the following address:

WMATA-Accounts Payable  
PO Box 1910  
Beltsville, MD 20704-1910

Note: This address is only for vendor invoices. Correspondence should not be sent to this address.

- (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 [http://www.wmata.com/business/vendor\\_business\\_forms.cfm](http://www.wmata.com/business/vendor_business_forms.cfm) and print and complete the required Virginia certificate.

**6. 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.

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2. 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.
  
3. 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.
  
4. 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.

**Minimum Insurance Requirements**

The following outlines the minimum insurance coverages and limits of insurance for those coverages that Contractor will be required to purchase and maintain. Contractor shall procure, at its sole cost and expense, the minimum required insurance as follows:

**General Insurance Requirements**

- 1) Contractor is required to maintain the insurance coverage(s) outlined in this Section for a period of time commencing the sooner of the execution of this contract, or the start of Work, and continuing through the completion of all work including any and all punch list and warranty work, without interruption.
- 2) The insurance coverage and limits of insurance outlined herein are minimum coverage and limits. Contractor is encouraged, at its sole cost and expense, to purchase any additional

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insurance coverages and or limits of insurance that Contractor deems prudent and necessary to manage risk in the completion of this contract.

- 3) Upon written request from WMATA, contractor shall provide copies of any and all policy(s) required by these Minimum Insurance Requirements, including all endorsement(s), within 5 business days of such request.
- 4) Receipt, review and communications regarding Certificates of Insurance (COI), Insurance Policy(s), endorsements or other materials utilized to document compliance with these Minimum Insurance Requirements does not constitute acceptance by WMATA.
- 5) Insurance Policies must be written on admitted paper, (unless otherwise indicated herein) with insurance companies having an A. M. Best rating of at least A- VII.
- 6) Unless otherwise noted, "Claims Made" insurance policies are not acceptable.
- 7) Any insurance policy utilizing a Self-Insured Retention (SIR) requires written approval from WMATA.
- 8) Contractor is required to incorporate these Minimum Insurance Requirements into contract requirements of all Sub-contractors of every tier. Contractor, at its sole peril, may amend the insurance for its Sub-contractors, but doing so does not relieve Contractor from its respective liability to WMATA.
- 9) Compliance with these Minimum Insurance Requirements does not relieve Contractor from its respective liability to WMATA, even if that liability exceeds the minimum insurance requirements.

**Article 1. General Insurance Requirements**

Contractor shall procure, at its sole cost and expense upon the notice of award the insurance outlined in this Section as follows:

**Article 2. Workers' Compensation and Employer's Liability**

Required Minimum Limits of Coverage:

Workers' Compensation	Statutory	
Employers' Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee

Required Minimum Coverage(s):

- 1) Workers' Compensation Statutory Coverage must be provided on an "All States" basis.

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- 2) Contractor and Sub-Contractors of any tier performing work within 500 feet of navigable water must have their Workers' Compensation Policy endorsed to provide coverage for both Jones Act Liability and Longshore and Harbor Workers' Compensation Act Liability.

**Article 3. Commercial General Liability**

Required Minimum Limits of Coverage:

\$2,000,000	Each Occurrence Limit
\$2,000,000	General Aggregate Limit
\$2,000,000	Products and Completed Operations Limit

Required Minimum Coverage(s):

- 1) Commercial General Liability (CGL) coverage form shall be ISO Occurrence Form CG0001 (12/04) or its equivalent. Equivalency determination shall be made in WMATA's sole and unreviewable discretion.
- 2) Required minimum limits of coverage may be achieved through a combination of the aforementioned CGL coverage form and umbrella excess liability coverage form(s), provided that the umbrella excess liability coverage form(s) provide the same or broader coverage than the prescribed CGL coverage form.
- 3) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the "Additional Insured" Article 9 of this Section. Commercial General Liability and Umbrella Excess Liability forms must provide defense coverage for additional insureds.
- 4) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the "Waiver of Subrogation" Article 10 of this Section.
- 5) The definition of "Insured Contract" shall be modified to provide coverage for contractual liability for contracts for construction or demolition operations that are within 50 feet of a railroad, and sidetrack agreements.
- 6) Defense Costs (Allocated Loss Adjustment Expense) must be included and in excess of the policy limits for all primary and Umbrella Excess Policies.
- 7) The Additional Insured Endorsement shall include Products and Completed Operations Coverage with no limitation on when claims can be made. 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 2 10 11 85 or CG 2 26 11 85 as determined by WMATA.

**Article 4. Railroad Protective Liability Insurance (RRP)**

For work within 50 feet of WMATA railroad tracks or work within WMATA rail stations, Railroad Protective Liability Insurance is required with the following minimum limits of coverage:

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\$xxx	Each Occurrence Limit
\$xxx	Aggregate Limit

Required Minimum Coverage(s):

- 1) Railroad Protective Liability (RRP) policy on a policy form that is acceptable to WMATA, issued by an insurance company that is acceptable to WMATA.
- 2) WMATA shall be the first Named Insured.
- 3) Cost of RRP shall be the sole responsibility of Contractor.
- 4) The "Wet Ink" original RRP policy shall be sent to WMATA at following address:

Washington Metropolitan Area Transit Authority  
Office of Insurance, Room 8F  
600 Fifth Street, NW  
Washington, DC 20001

WMATA Blanket RRP Program Option

WMATA may offer to waive the requirement for the Contractor to procure RRP if 1) the work qualifies for coverage under WMATA's blanket RRP program, and 2) the Contractor prepays the RRP waiver fee which shall be determined by the rate schedule promulgated by the insurer in effect as of the effective date of this Contract. Contractor shall be advised of, and pay the applicable waiver fee, or procure a standalone RRP policy on WMATA's behalf if Contractor decides against the WMATA Blanket RRP Program option.

**Article 5. Business Auto Liability**

Required Minimum Limits of Coverage:

\$1,000,000	Combined Single Limit
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Required Minimum Coverage(s):

- 1) Business Auto Liability shall be written on ISO Business Auto Coverage Form CA 00 01 03 06, or its equivalent. Equivalency determination shall be made in WMATA's sole and unreviewable discretion.
- 2) Policy shall be endorsed with Additional Insured Endorsement(s) in compliance with the "Additional Insured" Article 9 of this Section.
- 3) Policy shall be endorsed with a Waiver of Subrogation Endorsement(s) in compliance with the "Waiver of Subrogation" Article 10 of this Section.
- 4) Business Auto Liability minimum Combined Single Limit requirements may be obtained through the combination of a Primary Business Auto Liability policy and an Umbrella Excess Liability policy provided that the Umbrella Excess Liability policy complies with items 1 through 3 above.

**Article 6. Professional Liability Insurance**

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NOT APPLICABLE

**Article 7. Pollution Liability Insurance**

NOT APPLICABLE

**Article 8. Builders' Risk**

NOT APPLICABLE

**Article 9. Additional Insured(s)**

Contractor and Subcontractors of every tier are required to add WMATA, its independent contractors, and the WMATA Board of Directors as additional insured(s) on all insurance policies purchased by Contractor and Subcontractors of every tier, with the exceptions of Workers' Compensation and Professional Liability.

- 1) Coverage provided to any Additional Insured shall be primary and non-contributory to any other insurance available to the Additional Insured.
- 2) Coverage provided to any Additional Insured shall be for claims arising out of both ongoing operations and products and completed operations hazard.
- 3) Coverage available to any Additional Insured under the products and completed operations hazard can only be limited to the applicable statute of repose in the jurisdiction where the contract scope of work takes place. 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.
- 4) Coverage available to the additional insureds is not limited to the minimum limits of coverage outlined in this document.

**Article 10. Waiver of Subrogation**

Contractor and Sub-Contractors of every tier are required to have all insurance policies purchased by Contractor and Sub-Contractors of every tier, endorsed to waive the insurance company's rights of recovery against WMATA, its independent contractors and the WMATA Board of Directors.

- 1) Coverage shall be provided on an endorsement that is acceptable to WMATA.

**Article 11. Certificate of Insurance (COI)**

Contractor shall provide WMATA an ACORD Certificate of Insurance (COI) as evidence that the insurance requirements of this Section have been satisfied. Certificates of Insurance shall be emailed to [COI@WMATA.COM](mailto:COI@WMATA.COM).



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The cert holder box should read:

Washington Metropolitan Area Transit Authority  
Office of Insurance, Room 8F  
600 Fifth Street, NW  
Washington, DC 20001

Additionally;

- 1) Satisfactory COI delineating all required insurance coverage requirements under this Section shall be delivered before the execution of this Contract by WMATA.
- 2) COI shall state the RFP# and the name of your WMATA Procurement contact.
- 3) Failure to provide satisfactory evidence of all required insurance may result in Contractor and/or subcontractors of every tier being denied access to work locations, including, but not limited to WMATA properties.
- 4) COI reflect total limits of insurance purchased by Contractor for the types of insurance required under this Contract.
- 5) Proposed material modifications to insurance required under this Section must be received by WMATA at least 30 days prior to the effective date of the proposed modifications to such insurance.
- 6) WMATA's receipt of copies of any COI, policy endorsements or policies does not relieve Contractor of the obligation to remain in compliance with the requirements of this Section at all times. Contractor's failure to so comply, and to continuously comply with these insurance requirements shall constitute a material breach of this Contract.
- 7) The ACORD COI shall specifically delineate the following:
  - a. Who is an Additional Insured under the policies delineated in this Section.
  - b. That each additional insured(s) as required under this Section is an additional insured on a primary and non-contributory basis.
  - c. That each additional insured(s) is an additional insured for ongoing operations of the Contractor in addition to the products and completed operations coverage.
  - d. That coverage providing a waiver of subrogation to each Additional Insured is compliant with the Waiver of Subrogation article of this Section.
  - e. That the issuing insurance company will mail written notice of cancellation of any of the required insurance policies to WMATA within 30 days of Cancellation. Use of "will endeavor to" as respects this requirement is not acceptable and must be deleted. Such notice shall be sent to:

Washington Metropolitan Area Transit Authority  
Office of Insurance, Room 8F  
600 Fifth Street, NW  
Washington, DC 20001

**Article 12. Other Insurance**

**ADDITIONAL INSURANCE**

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**Professional Liability Insurance.** Contractor, any Sub-contractor of any tier or any supplier  
**Crime Insurance** with minimum limits of \$1,000,000 per claim. The policy must include:

1. Employee dishonesty coverage;
2. Theft insurance coverage, inside and outside; and
3. Client Property Endorsement.

**9. 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)).

**10. 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 the Purchase Order. The vendor's failure to deliver at the time and date specified shall

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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.

**11. TERMINATION (MAR 08)**

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- (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.

**12. FEDERAL LAWS (MAY 08)**

**NOT APPLICABLE**

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 1, 3 and 5. Such terms and conditions, rulings, and interpretations are incorporated by reference into this contract.

**13. FEDERAL PROVISIONS**

**NOT APPLICABLE**

The following federal provisions apply when the solicitation and purchase order document identify the use of federal funds:

- (a) **Audit and Inspection of Records. (APR 08)** 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. (MAY 08)** This provision applies when the contract exceeds \$2,500, in which case the Contractor agrees:
  - (1) To utilize privately owned United States-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 United States-Flag commercial vessels.

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- (2) To furnish within 20 working days following the date of loading for shipments originating within the United States 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) **Civil Rights. (MAY 08)** These provisions apply when the contract exceeds \$2,500.
- (1) **Nondiscrimination.** 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 law 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

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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. (APR 08)** 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. (MAY 08)** This provision applies when the contract exceeds \$2,500, 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. (MAY 08)** This provision applies when the contract exceeds \$2,500, 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 sub recipients 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

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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. (MAY 08)** This provision applies when the contract exceeds \$2,500. 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 4220.1E 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. (MAY 08)** This provision applies when the contract exceeds \$2,500, 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 be subject to its provisions.
- (i) **Program Fraud and False or Fraudulent Statements or Related Acts. (MAY 08)** This provision applies when the contract exceeds \$2,500, 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," [49CFR 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.

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- (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. (MAY 08)** 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 SUPERSEDE THE TERMS AND CONDITIONS CONTAINED HEREIN.**

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

- (a) 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:
1. 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).
  2. 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.
  3. 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.
  4. Provide the CA with information copies of any memorandum for record which is relative to the Purchase Order.
  5. Notify the Contracting Officer whenever the COTR has reason to believe that the estimated not-to-exceed amount will be exceeded.



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6. Prepare the Authority estimate for proposed Purchase Order modifications. Participate in negotiations of modifications.
7. Approve, in writing, the Contractor's progress schedule when required.
8. Maintain a comprehensive file record of documents and correspondence concerning contract activities and actions.
9. Execute Standard Form 1420, which contains a detailed performance evaluation of the contractor. Note that if, there is one or more categories in which the contractor is deemed unsatisfactory, these evaluations must be provided to the contractor for comment.

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

1. Approval of Purchase Order 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 Purchase Order 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 Purchase Order.

(c) The presence or absence of the COTR or his inspectors shall not relieve the Contractor from any requirements of the Purchase Order.