



# Request For Quotation

## Odor Detection Training System for Canines

**RFQ-FY16-MTPD-35042**

**Point of Contact: Charmyne Reid**

**Date Issued: March 1, 2016**

**Questions Due: March 11, 2016 at 12:00 p.m.**

**Due Date/Time: March 24, 2016 at 12:00 p.m.**

**Email Address: [creid@wmata.com](mailto:creid@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/supplies of a qualified vendor to provide the Metro Transit Police Department (MTPD) Canine Unit with Odor Detection Training System. 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.

**PRICE SCHEDULE (Base Period)**

<u>Quantity</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Price (Quantity*Unit Price)</u>
4	Wall/Rack	EA	\$	\$
20	Scent Training Boxes	EA	\$	\$

**PRICE SCHEDULE (Option Period)**

<u>Quantity</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Price (Quantity*Unit Price)</u>
4	Wall/Rack	EA	\$	\$
20	Scent Training Boxes	EA	\$	\$

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

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

\_\_\_\_\_  
Date

\*Notes:

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.

The Contractor shall complete entries in the columns titled Unit Price and Extended Price. The prices 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 Extended Price.

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**SCOPE OF WORK**

**Odor Detection Training System for Canines**

**Introduction**

The purpose of this acquisition is to equip and supply the Metro Transit Police Department (MTPD) explosive detection canine unit for odor detection training. The MTPD explosive detection canine unit requires a specialized odor detection training system to improve the efficacy of the canines in identifying the presence of an explosive and providing a behavioral indication to the handler. The procurement will add another method of odor detection, allowing for a reduction of risk for patrons through the ability of MTPD to increase their detection capabilities.

**Background**

The Metro Transit Police Department (MTPD) employs many different training opportunities in the overall explosive detection canine team training program. A need to expand the training curriculum to include additional “on target” method odor detection training has been identified. This method of training forces the canine to focus solely on the odor produced by an explosive substance, rather than other identifiers to produce a positive response. Through this training the canine produces a stronger behavioral indicator to the handler, allowing for greater detection capability. The odor isolation is created by the containment of the odor within a box with vents. Once an indication is identified by the handler the canine is presented with a reward delivered within the box. A series of identical boxes are mounted on a wall or rack, with those boxes without an explosive serving as a distraction to the canine that must be overcome only through proper odor detection to receive the reward. This method serves to limit the canine’s distraction by outside influences during searches. Canines operating within the transit system are frequently subjected to distractions and must learn to ignore these and focus on the detection of odor alone. This procurement will allow for the purchase of several wall/rack units and boxes for use in conducting odor recognition training.

**Current Scope of Work**

MTPD serves as the dedicated law enforcement entity for the Washington Metropolitan Area Transit Authority (WMATA). Additional information on MTPD may be found at [http://www.wmata.com/about\\_metro/transit\\_police/](http://www.wmata.com/about_metro/transit_police/). WMATA operates transit bus and rail service in the Nation’s Capital and surrounding jurisdictions. Additional information on WMATA may be found at [http://www.wmata.com/about\\_metro/](http://www.wmata.com/about_metro/).

MTPD has identified a need to add another odor detection training program for explosives detection canines. The Explosive Detection Canine Unit is responsible for conducting proactive sweeps of WMATA facilities and rolling stock, as well as responding to reports of unattended items for inspection, to detect explosives or potential devices. The unit engages in many training courses outside the agency and completes routine training within the agency. The addition of the new odor detection training system will enhance the training capabilities for routine on-site training.

The specific items required and their specifications are located in the “Technical Specifications” portion of this document. The quantities required for each item in the specification are listed in the “Deliverables” section of this document. All items proposed in a single line must be identical in manufacturer and product. The items proposed in a single line, must be fully compatible without modification with the other lines. Fulfillment of the requirement with a portion from one manufacturer and another portion from a different manufacturer will not be permitted. All items

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in the base contract must be delivered within 45 days of the award of contract to the successful bidder. To ensure all items are accounted for, the successful bidder will inform the designated WMATA POC of all shipments prior to final delivery, the items to be contained in each shipment, and electronic tracking information for each shipment. The option may be exercised for individual or multiple quantities in each line. The option quantity must be delivered within 45 days of the notice to proceed from WMATA. Award will be made to a single vendor for all lines, to ensure compatibility.

**Deliverables**

- Items as specified in the Technical Specification in the quantities listed in the below table:

Base Period:

Item	Quantity
Wall/Rack	4
Scent training boxes	20

Option Period:

Item	Quantity
Wall/Rack	4
Scent training boxes	20

- Notification of shipments at the time they are sent from the vendor, whether a direct shipment from the successful bidder or drop shipped from a third party
- Tracking information for each shipment at the time of shipment

**Performance and Acceptance Criteria**

- All items must be delivered new, unused, unsoiled, free of damage, and free of imperfection
- All items must meet the technical specification, including any identified standards
- Must be able to provide the quantity indicated in the deliverables of each item
- Must be able to provide WMATA POC with advance notice electronically of all items being shipped and shipment tracking information for each delivery

**Technical Specifications**

Requirement	Detailed Description	Compliance (Yes/No)	Description of product to be provided
<b>Wall/Rack</b>			
Size	Fully opened: <ul style="list-style-type: none"> <li>• Length:                             <ul style="list-style-type: none"> <li>-Must not be less than 12'</li> <li>-Must not exceed 15'</li> </ul> </li> <li>• Height:</li> </ul>		

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	<p>-Must not be less than 3.5'</p> <p>-Must not exceed 5'</p> <p>Collapsed:</p> <ul style="list-style-type: none"> <li>• Length:</li> </ul> <p>-Must not be less than 6'</p> <p>-Must not exceed 7.5'</p> <ul style="list-style-type: none"> <li>• Height:</li> </ul> <p>-Must not be less than 2'</p> <p>-Must not exceed 5'</p>		
Material	<p>Wall, frame, or rack must be made of durable metal, with metal hinge and joining components. Metal have rust resistant coating.</p>		
Standing	<p>Wall, frame, or rack must be free standing and not required to lean or rest against another structure for support.</p> <p>All necessary components to be free standing must be provided with wall, frame, or rack.</p>		
Box attachment	<p>Wall, frame, or rack must support not less than five scent training boxes simultaneously.</p> <p>Boxes must be able to securely attach to the wall, frame, or rack without being dislodged by a canine during training. All hardware required to securely attach boxes to wall, frame, or rack must be included.</p>		

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	Boxes must not be permanently affixed to wall, frame, or rack.		
<b>Scent training boxes</b>			
Size	<p>Length: Must not be less than 20" Must not be greater than 24"</p> <p>Height: Must not be less than 12" Must not be less than 20"</p> <p>Width: Must not be less than 4" Must not be greater than 6"</p>		
Material	Must be made of wood with sealant to prevent wood from absorbing odors and moisture.		
Design	<p>Must have a retractable plexi-glass or equivalent fracture resistant translucent window.</p> <p>Must have a vertical tube descending from top of the box into the void space inside the box. The tube must permit a ball with 3" diameter to pass through to the void space.</p> <p>Must have vents or holes to permit odor to pass from the interior of the box to the exterior when the window is closed.</p>		

**Performance Schedules**

- Notification of shipment and tracking information must be supplied within 24 hours of shipment being made by vendor
- All items must be delivered within 45 days of final contract award for base contract, and within 45 days of notice to proceed for option

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**Submittal Requirements**

- Proposer will provide the list of specific items to be supplied for the base and option period, identifying the manufacturer and individual product to be supplied
- The proposer must supply an image, product data sheet with the features of the item (i.e. dimensions, materials, colors, etc.), and laboratory validation of compliance with identified standards
- Proposer will provide the estimated delivery schedule for items under the base and option period. Proposer will be evaluated on ability to deliver the required items within the timeframes required, with more rapid delivery of items meeting the technical specifications being preferred.
- Proposer shall identify the warranty for the wall/rack and scent training boxes. A minimum of 30 days is required.
- Proposer will provide planned method for providing advanced notice of shipments, items within shipments, and shipment tracking to WMATA POC.

**Location of work and any constraints**

- The delivery location is a secured facility. Shipment notification and tracking information must be provided to the WMATA POC to ensure a representative will be present to receive items.
- The location does not have a loading dock, pallet jack, or fork lift. If shipments are palletized, the shipper must provide a means of unloading pallets from the vehicle to a level parking lot surface.
- The entry to the facility has limited clearance from each side. Any delivery vehicle must be able to pass through an entry 13' wide with an immediate right turn and exit 13' wide with a wide left turn. Vehicles of larger sizes may deliver items only if a separate means of transporting the shipments from the street adjacent into the adjacent facility is provided.
- **Items will be delivered to:**  
**Metro Transit Police Department**  
**4304 Auth Place**  
**Suitland, MD 20746**



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**REQUEST FOR QUOTATION**  
**INSTRUCTIONS**

1. **Type of Award:** The Authority will award a FP Purchase Order resulting from this solicitation. The Purchase Order shall be invoiced based on the actual time period and/or applicable unit price for each individual/service/product which shall be provided by WMATA. 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.
2. **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.
  - 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.
3. **Minimum Acceptance Period:** The Authority requires a minimum acceptance period of 90 calendar days from the due date of this RFQ.
4. **Delivery Timeframe and Location:**

Please refer to the Scope of Work.
5. **Warranty**

Please refer to the Scope of Work.

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**6. Submittal of Quotations:**

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

WMATA  
Office of Procurement & Materials  
600 Fifth Street, NW  
Third Floor, Room 301-C  
Washington, DC 20001  
Attn: Charmyne Reid  
(202) 962-1476

**E-Mail:** creid@wmata.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.
- (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.

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- (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:
  - (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.

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- (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.

7. **INDEMNIFICATION**

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 Order/Contract. Contractor/Vendor agrees to procure and maintain the insurance indicated below.

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**8. MINIMUM INSURANCE REQUIREMENTS**

**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) - \$1,000,000 per occurrence

[ X ] Automobile Liability insurance - \$1,000,000 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 by way of Endorsement CG 20 17.
- 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.

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

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**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 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.

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- (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)**

- (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



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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)**

N/A

13. **FEDERAL PROVISIONS**

N/A

14. **FUNDING SOURCE – DHS ARTICLES**

Agreement Number: EMW-2014-RA-00046-S01; attached hereto.

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



U.S. Department of Homeland Security  
Washington, D.C. 20472

**AGREEMENT ARTICLES**  
**Transit Security Grant Program**

**GRANTEE:** Washington Metropolitan Area Transit Authority  
**PROGRAM:** Transit Security Grant Program  
**AGREEMENT NUMBER:** EMW-2014-RA-00046-S01

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## **Article I - Reporting Subawards and Executive Compensation**

### **A. Reporting of first-tier subawards.**

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

#### **2. Where and when to report.**

a. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action in accordance with the submission instructions posted at [http:// www.fsrs.gov](http://www.fsrs.gov) specify.

### **B. Reporting Total Compensation of Recipient Executives.**

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

a. the total Federal funding authorized to date under this award is \$25,000 or more;

b. in the preceding fiscal year, you received –

i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

a. As part of your registration profile at <http://www.sam.gov>.

b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-

a. in the subrecipient's preceding fiscal year, the subrecipient received-

i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

a. To the recipient.

b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

a. Subawards, and

b. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR § 25.320:

a. A Governmental organization, which is a State, local government, or Indian tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization;

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions, as defined in 2 CFR § 170.315.
3. Subaward, as defined in 2 CFR § 170.325:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient, as defined in 2 CFR § 25.360, means an entity that:
  - a. Receives a subaward from you (the recipient) under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation, as defined in 2 CFR § 170.330 means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - a. Salary and bonus.
  - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - e. Above-market earnings on deferred compensation which is not tax-qualified.
  - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## **Article II - Rehabilitation Act of 1973**

All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

## **Article III - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

## **Article IV - SAFECOM**

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

## **Article V - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

#### **Article VI - Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

#### **Article VII - Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### **Article VIII - Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

#### **Article IX - Age Discrimination Act of 1975**

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

#### **Article X - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov) if you have any questions.

#### **Article XI - Incorporation by Reference of Funding Opportunity Announcement**

The Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Funding Opportunity Announcement.

#### **Article XII - DHS Specific Acknowledgements and Assurances**

All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

#### **Article XIII - Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article XIV - USA Patriot Act of 2001**

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

#### **Article XV - Trafficking Victims Protection Act of 2000**

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

- (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (b) Procures a commercial sex act during the period of time that the award is in effect; or
- (c) Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

#### **Article XVI - Non-supplanting Requirement**

Recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

## **Article XVII - Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

## **Article XVIII - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

## **Article XIX - Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

## **Article XX - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

## **Article XXI - False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

## **Article XXII - Duplication of Benefits**

State, Local and Tribal Recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

## **Article XXIII - Drug-Free Workplace Regulations**

All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

## **Article XXIV - Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

## **Article XXV - Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

## **Article XXVI - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.



Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively.

#### **Article XXVII - Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article XXVIII - Acknowledgment of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

#### **Article XXIX - Assurances, Administrative Requirements and Cost Principles**

a. Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the “A-102 Common Rule”). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.

- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non- Profit Organizations, relocated to 2 CFR Part 215.

b. The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.

- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.

- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

#### **Article XXX - Summary Description of Projects**

Project 1: ATT Sustainment in the amount of [REDACTED]

Project 2: Canine Team Sustainment in the amount of [REDACTED]

#### **Article XXXI - Required Budget Review**

The recipient is prohibited from obligating, expending or drawing down funds provided through this award until the required budget and budget narrative are approved by FEMA and this condition is rescinded.

WASHINGTON METROPOLITAN TRANSIT AREA TRANSIT AUTHORITY  
REQUEST FOR QUOTATION

**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.
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.

WASHINGTON METROPOLITAN TRANSIT AREA TRANSIT AUTHORITY  
REQUEST FOR QUOTATION

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.