



Request For Quotation

HP WebInspect Tool Maintenance and Support

RFQ-FY17-IT-37353

Point of Contact: Charmyne Reid

Date Issued: August 1, 2016

Due Date: August 15, 2016 at 12:00 p.m.

Contact Information: 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. 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/support of a qualified vendor to provide the necessary software and support to improve the current IT security posture managed by manual technical processes and procedures. 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

Quantity	Description	Unit of Measure	Unit Price	Total Price (Quantity * Unit Price)
1	Base Period of Performance – 9/1/16 to 8/31/17 HP Web Inspect 1 Named User SW E-LTU HP Support and Updates 9x5 Part Number T9584AAE9x5	EA	\$	\$
1	RTS Charge 1461 days Part Number - HT319AC	EA	\$	\$
1	Option 1 - Period of Performance – 9/1/17 to 8/31/18 HP WebInspect 1 Named User SW E-LTU HP Support and Updates 9x5 Part Number T9584AAE9x5	EA	\$	\$
1	Option 2 - Period of Performance – 9/1/18 to 8/31/19 HP WebInspect 1 Named User SW E-LTU HP Support and Updates 9x5 Part Number T9584AAE9x5	EA	\$	\$

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1	Option 3 - Period of Performance – 9/1/19 to 8/31/20 HP WebInspect 1 Named User SW E-LTU HP Support and Updates 9x5 Part Number T9584AAE9x5	EA	\$	\$
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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

Introduction

The objective of this Statement of Work (SOW) is to acquire the necessary software to improve the current IT security posture managed by manual technical processes and procedures. By procuring the WebInspect tool maintenance and support, Metro IT Security (MITS) shall be able to effectively run web application vulnerability scans with the latest updates and support, to service its customers and continue a platform to further carryout WMATA's resilience security strategy.

Background

WMATA has used this tool to ensure that our external and ecommerce websites are built securely and to ensure that an acceptable security posture is maintained throughout the lifecycle of the application.

Current Scope of Work

The selected vendor will provide the necessary resources/support to update and configure the WebInspect tool within our infrastructure. Also the vendor will provide application support as needed and vulnerability definition updates when available.

Deliverables

- Deliver a scalable web application vulnerability tool capable of being augmented to reflect changes in the latest IT Security standards and frameworks.
- Provide repository that stores scan results for each web application scan run.

Performance and Acceptance Criteria

Technical support as needed and vulnerability definition updates as when available

Technical Specifications

- Windows OS
- Processor: 1.5 GHz Single-Core (2.5 GHz Dual-Core or faster recommended)
- RAM: 1 GB (4 GB recommended)
- Hard Disk: 2 GB (20 GB recommended)
- Network: An active Internet connection (for updates)
- Display: 1024 x 768 (1280 x 1024 recommended)
- Databases: SQL Server 2005 Standard or Express Edition SP3; SQL Server 2008 Standard or Express Edition SP1
- Platform: Microsoft .NET Framework 3.5 SP1
- Browser: Internet Explorer 7 or 8
- PDF Support: Adobe Reader 8.0 (recommended) or 9.0

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Performance Schedules

- Base year – September 1, 2016 to August 31, 2017 (HP Support, Updates and RTS Charge)
- Option Year 1, subject to the availability of funds- September 1, 2017 to August 31, 2018 (HP Support and Updates Only)
- Option Year 2, subject to the availability of funds- September 1, 2018 to August 31, 2019 (HP Support and Updates Only)
- Option Year 3, subject to the availability of funds- September 1, 2019 to August 31, 2020 (HP Support and Updates Only)

Location of work and any constraints

All work will be performed at WMATA Headquarters - Jackson Graham Building (JGB)
600 5th Street, NW, Washington DC 20001.

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INSTRUCTIONS

1. **Type of Award:** The Authority will award a Fixed Price 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.

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 Location:**

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

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).

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5. **Warranty**

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.

6. **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 301-E
Washington, DC 20001
Attn: Charmyne Reid

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.

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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.

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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. 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 and print and complete the required Virginia certificate.

7. **INDEMNIFICATION**

- (a) Contractor shall indemnify, defend and hold harmless the Authority, its directors, officers, employees and agents, from loss, including but not limited to all liabilities, obligations, damages, penalties, claims, costs, charges, demands, actions, suits, settlements, judgements and expenses (including reasonable attorney's fees), of whatsoever kind and nature for injury, including but not limited to personal injury or death of any person or persons, and for loss or damage to any property, including the property of the Contractor, the Authority, or others, occurring in connection with, or in any way arising out of the use or occupancy of the Authority's property, and/or performance of the work including any acts in connection with activities to be

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performed under this contract, whether those activities are performed by Contractor or on the behalf of Contractor, unless the loss 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.

- (b) 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.
- (c) 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.
- (d) 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 or Surety to fully fund any indemnification shall not relieve the Contractor of any obligation assumed under this indemnification.

8. MINIMUM INSURANCE REQUIREMENTS (revised May, 2015)

N/A

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

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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.
- (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

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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 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

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

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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.

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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.