

ATTACHMENT C: ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda for IFB [ENTER IFB NUMBER & NAME].

(Give number and date of each)

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

Failure to acknowledge receipt of all addenda may cause the Bid to be considered non-responsive to this Invitation for Bids, which will require rejection of the Bid.

Signature **Date**

Title

ATTACHMENT D - VENDOR CHECKLIST

Please complete this form to verify that all necessary documents have been included in with your bid submission. This form must be returned with the Bid submission. Failure to return this form may be cause for considering your Bid non-responsive.

	Vendor Check-off	GRTC Check-off
Cover Letter		
IFB Cover Page		
Attachment B Bid Form		
Attachment C Addendum Page		
Attachment E Request for Clarification		
Attachment F Ineligible Bidders Certification		
Attachment G Non-Collusion Affidavit		
Attachment H Federal Lobbying Certificate		
Attachment I Firm Data Form		
Attachment J SWAM Documents		
Attachment K GRTC Terms and Conditions		
Notice of Exception (if applicable)		
Qualifications of the Firm		
Related Experiences		
Thumb Drive		

ATTACHMENT E: REQUEST FOR CLARIFICATIONS/APPROVED EQUAL

DATE:

BIDDER'S NAME:

SECTION:

PAGE:

BIDDERS REQUEST:

GRTC RESPONSE:

APPROVED

DENIED

Comments:

Signature

Date

**ATTACHMENT F:
INELIGIBLE BIDDER'S CERTIFICATION**

The Bidder (Name) _____ certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.

Where the Bidder is unable to certify to any of the statements in this certification, such Bidder shall attach an explanation to this Bid.

Bidder (Name) _____ certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

**AUTHORIZED
OFFICIAL'S NAME:** _____
SIGNATURE: _____
DATE: _____

INELIGIBLE BIDDER'S (SUBCONTRACTORS) CERTIFICATION

The Lower Tier Participant (Applicant for a third-party subcontract or sub-grant under a Federal Transit Administration Project), _____, certifies, by submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.

Where the Lower Tier Participant (Applicant for a third-party subcontract or sub-grant under a Federal Transit Administration Project) is unable to certify to any of the statements in this certification, such Bidder shall attach an explanation to this Bid.

The Lower Tier Participant (Applicant for a third-party subcontract or sub-grant under a Federal Transit Administration Project) _____ certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

**AUTHORIZED
OFFICIAL'S NAME:** _____
SIGNATURE: _____
DATE: _____

ATTACHMENT G: NON-COLLUSION AFFIDAVIT

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Bidder (if the Bidder is an individual), a partner in the Bid (if the Bidder is a partnership), or an officer or employee of the Bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached Bid(s) has been arrived at by the Bidder independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Invitation for Bids, designed to limit independent bids or competition.
3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids, and will not be communicated to any such person prior to the official opening of the Bid or Bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit:

Signed

Firm Name

Subscribed and sworn to before me this _____ day of _____ 20

Notary Public

My Commission expires this _____ day of _____ 20

Bidder's E.I. Number _____ (number used on Employer's Quarterly Federal Tax Return)

ATTACHMENT H: FEDERAL LOBBYING CERTIFICATION

The undersigned certifies to the best of his/her knowledge and belief, that:

- (1) **No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned**, to any person for influencing or attempting 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 the awarding of **ANY** federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) **If any funds other than federal appropriated funds have been paid or will be paid** to any person for influencing or attempting 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 **this** federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: (Company Official's Signature

Date

Official's Title

ATTACHMENT I: FIRM DATA SHEET

The prime contractor is responsible for submitting the information requested below on all firms on the project team, both prime and all subconsultants. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit complete data will result in the Bid not being considered.

Company's Full Legal Name										
Doing Business As (DBA)										
Firm's Address										
City	State	Zip Code								
Telephone Number	Fax Number	E-mail Address								
Contact Name (First & Last)										
Product/ Service Category		Age of Firm								
Firm's DBE* Status: DBE <input type="checkbox"/> Certification expiration date _____ Gender: Male <input type="checkbox"/> Female <input type="checkbox"/> Ethnicity : Black American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Non-minority women <input type="checkbox"/> Native American <input type="checkbox"/> Other <input type="checkbox"/> _____ Subcontinental Asian American <input type="checkbox"/>										
Non-DBE <input type="checkbox"/> SWaM *Status WBE <input type="checkbox"/> MBE <input type="checkbox"/> SBE <input type="checkbox"/> Certification # _____ Certification Expiration Date _____ <p style="text-align: right; font-size: small;">*Disadvantaged Business Enterprise (DBE) Certification by VDOT only</p>										
Annual Gross Receipts For the Firm's fiscal year ending _____ (Date) <p style="text-align: center;">PLEASE CHECK THE APPROPRIATE BRACKET</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><input type="checkbox"/> <i>Less than \$100,000</i></td> <td style="width: 50%;"><input type="checkbox"/> <i>\$1 million to \$2 million</i></td> </tr> <tr> <td><input type="checkbox"/> <i>\$100,000 to \$250,000</i></td> <td><input type="checkbox"/> <i>\$2 million to \$5 million</i></td> </tr> <tr> <td><input type="checkbox"/> <i>\$250,000 to \$500,000</i></td> <td><input type="checkbox"/> <i>\$5 million to \$10 million</i></td> </tr> <tr> <td><input type="checkbox"/> <i>\$500,000 to \$1 million</i></td> <td><input type="checkbox"/> <i>\$10 million or greater</i></td> </tr> </table>			<input type="checkbox"/> <i>Less than \$100,000</i>	<input type="checkbox"/> <i>\$1 million to \$2 million</i>	<input type="checkbox"/> <i>\$100,000 to \$250,000</i>	<input type="checkbox"/> <i>\$2 million to \$5 million</i>	<input type="checkbox"/> <i>\$250,000 to \$500,000</i>	<input type="checkbox"/> <i>\$5 million to \$10 million</i>	<input type="checkbox"/> <i>\$500,000 to \$1 million</i>	<input type="checkbox"/> <i>\$10 million or greater</i>
<input type="checkbox"/> <i>Less than \$100,000</i>	<input type="checkbox"/> <i>\$1 million to \$2 million</i>									
<input type="checkbox"/> <i>\$100,000 to \$250,000</i>	<input type="checkbox"/> <i>\$2 million to \$5 million</i>									
<input type="checkbox"/> <i>\$250,000 to \$500,000</i>	<input type="checkbox"/> <i>\$5 million to \$10 million</i>									
<input type="checkbox"/> <i>\$500,000 to \$1 million</i>	<input type="checkbox"/> <i>\$10 million or greater</i>									
FOR OFFICE USE ONLY										
Department		Request Date								
PO#										
Contractor <input type="checkbox"/> Sub-contractor <input type="checkbox"/>		Contract Goal Yes ___ No ___								

ATTACHMENT J: SWAM DOCUMENTS

SECTION I – SWAM INTENT

(Name of Bidder)

Is committed to using the SBE, WBE and/or MBE-certified businesses listed below in the performance of the contract resulting from this solicitation.

Instructions to Prime Bidder: List the names of the SWAM businesses your firm intends to use during the performance of this contract. State whether each business is a SBE, WBE or MBE. Briefly identify the role of each business in the performance of the contract, and the amount (i.e., dollar value) of the work to be performed by each business. Use additional pages if necessary.

Name of Businesses	Supplier Diversity Type	Role on Contract	Amount (\$)

Total Commitment for Utilization of SWAM Businesses:

\$ _____ Representing ____ % of the total project amount at award.

Bidder understands and acknowledges that the percentages stated above represent a commitment by the Offeror to utilize SWAM businesses.

Signature:

Date

Print Name

Title:

SECTION II - SWAM AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned being duly sworn, deposes and says that he/she is the

_____ (sole owner, partner, president,
treasurer or other duly authorized official of a corporation) of _____

_____ (Name of SWAM firm)

which intends to perform the following work on this contract: _____

_____ (Brief description of role in contract / work to be performed)

at a cost of \$_____ (Amount).

The undersigned certifies that:

_____ (Name of SWAM firm) is currently certified by the VSBSD as a SBE, WBE or MBE. The undersigned also certifies that since the date of its certification by SBSD, the certification has not been revoked, nor has it expired, nor has there been any change in the status of the firm that would change the firm's certification.

(Signature) (Name, Printed)

Sworn to before me this _____ day of _____, 20_____

(Notary Public)

NOTE: The Bidder must attach a copy of the SWAM's most recent certification letter or document to this affidavit.

SECTION III - SWAM UNAVAILABLE CERTIFICATION

I, _____; _____
(Name) (Title)

of _____ certify that on _____
(Proposer) (Date)

I contacted the following SWAM to obtain a proposal for the following work items.

_____ (Name of SWAM firm)

Work Items: _____

To the best of my knowledge and belief, said SWAM firm was unavailable for work on this project, or unable to prepare a proposal for the following reason(s):

Date: _____
(Signature of Bidder)

Section Below Must Be Completed by SWAM firm listed above

_____ was offered an opportunity to proposal on
(Name of SWAM)

the above identified work on _____ by _____
(Date) (Source)

The above statement is a true and accurate account of why I did not submit a proposal on this project.

Date: _____
(Signature of SWAM)

(Title)

ATTACHMENT K: GRTC TERMS AND CONDITIONS

1. Applicability and Federal Grant Contract

This Agreement between Contractor and GRTC is subject to financial assistance provided by the U.S. Department of Transportation, the Virginia Department of Rail and Public Transportation, and the City of Richmond. Contractor is required to comply with all terms and conditions prescribed in third party contracts in the grant contract between the U.S. Department of Transportation and GRTC.

New federal, state, and local laws, regulations, ordinances, rules, policies, and administrative practices may be established after the date this Agreement is established and may apply to this Agreement. To achieve compliance with changing requirements, Contractor agrees to accept all changed requirements that apply to this Agreement and require subcontractors to comply with revised requirements as well. Changed requirements will be implemented through a Change Order.

2. Interest of Members or Delegates of Congress

In accordance with 41 U.S.C. Section 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of its performance under this Agreement or any benefit derived therefrom.

3. No Federal Government Obligations to Third Parties

Contractor agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party Contractor, or any person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, or third party contract, the Federal Government has no obligations or liabilities to any party, including any subrecipient or any third party Contractor.

4. Program Fraud and False or Fraudulent Statements or Claims

- A. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Contractor certifies or 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, 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 Contractor to the extent the Federal Government deems appropriate.
- B. Contractor also acknowledges that if it makes, or causes to be made, a 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 Contractor, to the extent the Federal Government deems appropriate.

- C. Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

5. Access to Records and Reports

- A. Contractor agrees to provide GRTC, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- B. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive Bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- C. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- D. Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- E. FTA does not require the inclusion of these requirements in subcontracts.

6. Federal Changes

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 between GRTC and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

7. Civil Rights Requirements

- A. 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 FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- 1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 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 C.F.R. 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 Project. 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, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3) 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 Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. 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.

8. Americans with Disabilities Act

Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA) 42 USC § 11401 et sec: Section 504 of the Rehabilitation Act of 1973, as amended, 19 USC § 792, 49 USC § 5301(d); and the Federal Regulations including any amendments thereto: 49 CFR Part 27, 49 CFR Part 38; 28 CFR Part 35; 28 CFR Part 36; 41 CFR Subpart 101-19; 29 CFR Part 1630; 47 CFR Part 64, Subpart F; and 49 CFR Part 609.

9. Disadvantaged Business Enterprises (DBEs)

A. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 8.6%. There is no goal associated with this Invitation for Bid (IFB) solicitation.

- B. It is the policy of GRTC that DBEs as defined in 49 CFR Part 26 shall have a level playing field to compete fairly for DOT-assisted contracts. Contractor shall take all necessary and reasonable steps to ensure that DBEs have a level playing field to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If Contractor intends to subcontract a portion of the Services on the project, Contractor is encouraged to contact DBEs to solicit their interest, capability and qualifications.
- C. It is the policy of GRTC to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. Therefore, GRTC encourages Contractor to use DBE financial institutions whenever possible.

10. Contract Assurance

Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as GRTC deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph.

11. Prompt Payment

- A. Contractor is required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- B. Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after Contractor's receipt of payment for that work from GRTC. In addition, Contractor may not hold retainage from its subcontractors. This clause applies to both DBE and non-DBE subcontractors.
- C. Contractor must promptly notify GRTC, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of GRTC.

12. Energy Conservation Requirements

Contractor agrees to comply with the mandatory energy efficiency standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

13. Debarment, Suspension and Other Responsibility Matters

- A. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- B. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

- C. By signing this Agreement, Contractor provides a signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered transactions.
- D. The signed certification is a material representation of fact relied upon by GRTC. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to GRTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this Agreement is valid and throughout the period of performance. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

14. Disputes, Breaches, Defaults, or Other Litigation

The Contractor agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the project. Accordingly:

- A. Notification to FTA – GRTC shall notify FTA of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the project or the Federal Government's administration or enforcement of Federal laws or regulations. If GRTC seeks to name the Federal Government as a party to litigation for any reason, in any forum, GRTC shall inform FTA before doing so.
- B. Federal Interest in Recovery – The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the project, of proceeds derived from any third-party recovery, except that GRTC may return any liquidated damages recovered to its project account in lieu of returning the Federal share to the Government.
- C. Enforcement – GRTC agrees to pursue all legal rights provided within any third party contract.
- D. FTA Concurrence – FTA reserves the right to concur in any compromise or settlement of any claim involving the project and GRTC.
- E. Alternative Dispute Resolution – FTA encourages GRTC to use alternative dispute resolution procedures, as may be appropriate.

15. Termination and Cancellation

1. GRTC Rights of Termination – GRTC may terminate this Agreement at its sole discretion and for any or no reason upon 30 days' prior written notice to Contractor. The parties understand and agree that GRTC's ability to make payments under this Agreement is subject to and dependent upon financial assistance provided by the U.S. Department of Transportation, the Virginia Department of Rail and Public Transportation, and the City of Richmond, Virginia. The parties further understand and agree that if any of these governmental entities withdraws, reduces, or limits expected or actual funding to any extent, GRTC may, upon written notice to Contractor, immediately terminate this Agreement in whole or in part.

2. Right to Cancel for Default – Either party may cancel this Agreement effective immediately upon written notice to the other in the case of the bankruptcy, insolvency or appointment of custodian, receiver, trustee or liquidator of the other party, or a breach by the other party of any of the terms and conditions of this Agreement, without prejudice to any other rights or remedies the non-breaching party may have, provided the breaching party fails to remedy such breach within 30 days of receiving notice of such breach.

In the event either party shall engage the services of an attorney or other professional due to the default of the other party, the defaulting (non-prevailing) party shall pay all legal costs and fees, including reasonable attorney fees, incurred by the non-defaulting (prevailing) party in enforcing its rights.

3. Effect of Termination or Cancellation – When Contractor receives notice of termination or cancellation, it shall (a) discontinue its provision of Goods or Services in accordance with GRTC’s instructions, (b) not place further orders or enter into further subcontracts relating to the terminated Goods or Services, (c) to the extent possible, terminate all existing orders with its Contractors and any subcontractors, and (d) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the consent of GRTC’s Contract Administrator or other expressly designated representative.

After termination or cancellation, GRTC shall have no further liability other than to pay for Services performed and Goods delivered prior to the effective date of termination or cancellation. Neither termination nor cancellation shall affect any rights either party may have with respect to any Goods delivered or Services performed prior to termination or cancellation, any pending dispute, or any rights either party may have with respect to any breach occurring prior to termination or cancellation.

16. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any GRTC requests which would cause GRTC to be in violation of the FTA terms and conditions

Failure to acknowledge receipt of GRTC Terms and Conditions may cause the proposal to be considered non-responsive to this IFB # 200-21-03 Invitation for Bid which will require rejection of the proposal.

Signature

Title