

RGRTA REQUIRED CLAUSES

1. Scope of Agreement

- A. RGRTA retains Vendor to provide the Deliverables set forth in the Base Contract and Vendor agrees to provide Deliverables.
- B. Vendor agrees to perform any other work that, although not specifically described, is incidental to or necessary for the provision of Deliverables, for no additional consideration.
- C. Nothing in this Contract prevents RGRTA from contracting with or employing additional firms to provide Deliverables to RGRTA or any of its subsidiaries.
- D. RGRTA may engage Vendor to perform additional related work at the rates provided in the Exhibit entitled "Price" without further action. If such pricing is not included in the Exhibit entitled "Price", a negotiated price for this additional related work will be added to this Contract in compliance with the section entitled "Changes to Contract" in this Exhibit.
- E. Unless otherwise authorized in writing by RGRTA, no Deliverables are to be performed or furnished by Vendor until transmittal of an executed Contract from RGRTA to Vendor.

1.1. Short Term Extension

- A. In the event a replacement contract has not been issued, any contract let and awarded hereunder by RGRTA may be extended unilaterally by RGRTA for an additional period of up to three (3) months upon notice to the Vendor with the same terms and conditions as the Contract including, but not limited to prices and delivery requirements.

2. Laws and Regulations

- A. During performance of this Contract, for itself, its assignees, and successors in interest, Vendor agrees to comply with all applicable Federal, State and local laws and regulations. All such laws and regulations shall be deemed to be incorporated herein.
 - a. Vendor agrees that all applicable Federal, State, and local laws and regulations shall be included in every subcontract, including procurements of materials and leases of equipment, unless exempt by regulations or directives issued pursuant to them.
 - b. If the Vendor fails to comply with such provisions of this Contract, RGRTA may impose such sanctions as it, the Federal Transit Administration, and/or the New York State Department of Transportation may determine to be appropriate, including, but not limited to
 - i. Withholding of payments to Vendor under this Contract until Vendor complies; and/or
 - ii. Cancellation, termination, or suspension of this Contract, in whole or in part.
 - iii. Vendor shall take such action for any subcontract or procurement RGRTA may direct as a means of enforcing such provisions, including sanctions for non-compliance. In the event VENDOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Vendor may request RGRTA to enter into such litigation to protect the interests of the recipient. Vendor may request the United States to enter into such litigation to protect the interests of the recipient or the United States.

2.1. Covenant Against Contingent Fees

- A. Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working for Vendor to solicit or secure this Contract.

RGRTA REQUIRED CLAUSES

- B. Vendor warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.
- C. For breach or violation of this warranty, RGRTA shall have the right:
 - a. To annul this Contract without liability; or
 - b. In its discretion, to deduct from the compensation to be paid Vendor or otherwise recover the full amount of any such percentage, brokerage fee, gift, or contingent fee.

2.2. Governing Law

- A. This Contract shall be governed by, interpreted, construed, and enforced under the laws of the State of New York, and venue shall be in the County of Monroe, Rochester, New York, for any legal action or dispute resolution.

2.3. Prohibited Interest

- A. COVERED PERSONS include officers, employees, agents, Commissioners of RGRTA, and its subsidiaries, and spouses and children of RGRTA officers, employees, agents, and Commissioners.
- B. No COVERED PERSONS, or any organization that employs or is about to employ COVERED PERSONS, shall have any interest in this Contract or the proceeds of this Contract during his or her tenure and for the two years following his or her tenure.
- C. In the event VENDOR is utilizing subcontractors as part of this Contract, Vendor is responsible for ensuring its subcontractor(s) adhere to this Section.

2.4. Severability

- A. If any provision of this Contract shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

2.5. Waiver of Immunity Provision

- A. Vendor agrees to the provisions of New York Public Authorities Law § 2875. Ground for Cancellation of Contract by Public Authority.
- B. New York Public Authorities § 2875 requires that upon the refusal by a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or CONTRACT had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or Contract, (a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any Contracts with any public authority or official thereof, for Deliverables, for a period of five years after such refusal, and to provide also that (b) any and all contracts made with any public authority or official thereof, since the effective date of this law, by such person and by any firm, partnership or

RGRTA REQUIRED CLAUSES

corporation of which he is a member, partner, director or officer may be canceled or terminated by the public authority without incurring any penalty or damages on account of such cancelation or termination, but any monies owing by the public authority for Deliverables completed prior to the cancelation or termination shall be paid.

3. Duties of Vendor

- A. Vendor shall provide Deliverables in a timely and professional manner using the generally accepted professional standards exercised by Vendor's industry as currently practiced in similar circumstances in the same or similar locality. Upon notice from RGRTA under the provisions of this Contract, Vendor will correct any Deliverables not meeting professional standards, at no additional cost to RGRTA.
- B. Vendor shall provide Deliverables under the terms and provisions of this Contract and subject to the additional terms set forth and attached and, by this reference, made a part of this Contract.
- C. Any work performed under a prior Contract shall continue under the terms and conditions of the prior Contract.

3.1. Inspections and Audit

- A. Vendor and its employees shall cooperate with any RGRTA personnel reviewing, testing, utilizing, or inspecting Deliverables provided by Vendor.
- B. A designated representative of RGRTA shall have the right to monitor the provision of Deliverables under this Contract, which includes access at reasonable times and places to Vendor's employees, reports, books, records, audits and any other material relating to the delivery of Deliverables.
- C. Vendor shall permit RGRTA to inspect all work, materials, payroll, invoices and other data and records relating to the provision of Deliverables. The timing of such inspections shall be at the discretion of RGRTA, provided RGRTA makes a good- faith attempt to avoid interference with Vendor's provision of Deliverables.
- D. The obligations of Vendor under this subsection shall survive for six (6) years from the date of receipt by Vendor of all final payments.

3.2. Qualifications and Licenses

- A. Vendor represents and warrants to RGRTA that it and its employees are duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations in this Contract, that it possesses as of the date Vendor commences performance on this Contract, and it will maintain throughout the term of this Contract, all necessary approvals, consents, and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

RGRTA REQUIRED CLAUSES

4. Relationship of Parties

- A. For the purposes of this Contract, and during the term of this CONTRACT, Vendor is considered an independent contractor.
- B. Nothing in this Contract shall be construed to constitute Vendor, or any of its employees, officers, directors, agents, or representatives, as an employee or agent of RGRTA, nor shall Vendor have any authority to bind RGRTA in any respect, it being intended that Vendor shall remain an independent contractor responsible for its own actions.
- C. Vendor and its employees agree not to hold themselves out as employees or agents of RGRTA due to their participation under this Contract.
- D. Vendor is not entitled to any of the employment benefits provided by RGRTA to its employees, including, but not limited to, workers' compensation coverage, unemployment insurance, group health or life insurance and pension benefits.
- E. Vendor shall have the direct and sole responsibility for payment of its employees' wages, benefits, other compensation and federal, state, and local employer obligations.
- F. RGRTA shall have no responsibility for any of the incidences of employment.
- G. Vendor shall not engage, either on a full-time or part-time basis, any professional or technical personnel who are, or have been at any time during the term of this Contract, in the employ of RGRTA, except regularly retired employees, without the prior written consent of RGRTA.

4.1. Vendor Responsibility / Indemnification

- A. Vendor assumes all risk in performing work and providing Deliverables under this Contract and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property.
- B. Vendor agrees to protect, defend, indemnify and hold free and harmless all federal, state, and county agencies concerned, RGRTA, and its COVERED PERSONS, regardless of the capacity in which the person is sued, from and against any claims, lawsuits, losses, penalties, damages, expenses, settlements, costs, charges and liabilities of every kind and nature, including, without limitation, court costs and reasonable professional fees and expenses arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character, including injury to person or property of whatsoever kind and nature, arising directly or indirectly out of the negligent, grossly or willful act or failure to act of Vendor, its employees or its agents including, without limitation, Vendor's failure to meet reasonable professional standards; and against all expenses, including reasonable attorneys' fees, incurred by RGRTA in enforcing its rights under this provision.
- C. Without limiting the generality of section entitled "Vendor Responsibility / Indemnification," any claims relating to the following shall be included in the indemnity under this Contract:
 - a. Personal injury;
 - b. Death;
 - c. Damage to property;
 - d. Defects in materials or workmanship;
 - e. Actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or any other tangible or intangible personal or property right; or

RGRTA REQUIRED CLAUSES

f. Factual or alleged violation of any applicable statute, ordinance, administrative order, rule, regulation, or decree of any court.

D. Vendor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its expense and agrees to bear all other related costs and expenses, even if the claims are groundless, false, or fraudulent.

4.2. Indemnification Relating to Infringement

- A. Vendor will defend, indemnify and hold RGRTA harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs in any action for infringement of a patent, copyright, trademark, trade secret or other proprietary right provided: a) such claim arises solely out of the Deliverables as supplied by the Vendor, and not out of any modification to the Deliverables made by RGRTA or by someone other than Vendor at the direction of the Authorized User without Vendor's approval; and b) RGRTA gives Vendor prompt written notice of any such action, claim suit or threat of suit alleging infringement.
- B. RGRTA shall give Vendor the opportunity to take over, settle or defend such action, claim or suit at Vendor's sole expense, and to provide assistance in the defense of any such action, claim or suit at the expense of Vendor.
- C. Such indemnity shall only be applicable in the event of claims, judgments, liabilities and/or costs that may be finally assessed against RGRTA in any action for infringement of a patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims, judgments, liabilities and/or costs arise solely from the RGRTA's negligent act, failure to act, gross negligence or willful misconduct.
- D. If usage of Deliverables shall be enjoined for any reason or if VENDOR believes that it may be enjoined, Vendor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for RGRTA the right to continue usage (ii) to modify the Deliverables so that usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace such Deliverables or parts thereof, as applicable, with non- infringing Deliverables of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided that RGRTA is given a refund for any amounts paid for the period during which usage was not feasible.
- E. In the event that an action at law or in equity is commenced against RGRTA arising out of a claim that the RGRTA's use of the Deliverables under the Contract infringes any patent, copyright, trademark, trade secret or proprietary right, and VENDOR is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Vendor shall immediately notify RGRTA in writing and shall specify to what extent Vendor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify.
- F. Vendor shall in such event protect the interests of RGRTA and/or the Authorized User and seek to secure a continuance to permit RGRTA to appear and defend their interests in cooperation with Vendor, as is appropriate, including any jurisdictional defenses the RGRTA may have. This constitutes the RGRTA's sole and exclusive remedy for patent infringement, or for infringement of any other third party proprietary right.

5. Changes to Contract

- A. Any change to this Contract shall be made in writing and signed by both parties. Such changes may be in the form of a change order or any other appropriate document properly executed by both parties.

5.1. Assignment/Subcontracting

RGRTA REQUIRED CLAUSES

- A. Vendor shall not, in whole or in part, subcontract any part of this CONTRACT, to any person or entity, not included in any Exhibit that is part of this Contract, without the prior written consent of RGRTA, which consent shall not be unreasonably withheld.
- B. Vendor shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this CONTRACT, or any part of it to any person or entity without the prior written consent of RGRTA, which consent shall not be unreasonably withheld.

6. Termination

- A. RGRTA'S rights and remedies under Contract are in addition to, and not in lieu of, any other rights and remedies available or provided by law.
- B. Vendor agrees that this Contract may be terminated if any work under this Contract is in conflict with the provisions of either:
 - a. Section 74 of the New York State Public Officers' Law, which establishes a Code of Ethics for New York State officers and employees, or
 - b. RGRTA's Code of Ethics available at <http://www.myrts.com/About-Us/Policies-and-Procedures>.
- C. The parties shall fulfill any obligation incurred prior to the termination date of the Contract under the same terms and conditions. In the event of a partial termination, Vendor shall continue performance of any non-terminated portion of the Contract.
- D. If either party is in possession of any of the other party's property, the parties shall return or dispose of the property as directed by the other party within five (5) business days, which may be extended by mutual written agreement. Such written agreement may include electronic communications that demonstrate concurrence of both parties.
- E. If an event of default occurs as described below, RGRTA may, at its sole discretion, elect to either (a) Terminate for Convenience or (b) Terminate for Default, in whole or in part, following the process described below for each respective action, and also pursue all remedies that it may have under applicable law.

6.1. Termination for Convenience

- A. RGRTA may terminate this Contract, in whole or in part, at any time. A notice of this action shall be delivered following the section entitled "Notice Requirements" in this Exhibit.
- B. Vendor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination, provided that it submits its claim for these items to RGRTA within forty-five (45) days of termination.

6.2. Termination for Default

- A. The following shall be events of default under this Contract:
 - a. Failure by Vendor to perform in a timely and satisfactory manner any of its obligations under this Contract;
 - b. If any representation or warranty made by Vendor, either in its response to RGRTA'S solicitation or in its response to this Contract, proves to have been false or misleading in the opinion of RGRTA in any respect; or
 - c. Failure by Vendor to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Contract, unless RGRTA shall agree in writing to an extension of such time to perform prior to its expiration.
- B. If RGRTA pursues a Termination for Default, the parties agree to the following process:

RGRTA REQUIRED CLAUSES

- a. RGRTA provides written notice to Vendor regarding the default along with a direction to cure. The notice shall be delivered following the section entitled "Notice Requirements" in this Exhibit.
- b. Vendor shall be provided five (5) business days to affect cure. The duration of the cure period may be extended by a mutual written agreement in any form that demonstrates concurrence of both parties.
 - i. If, in the opinion of RGRTA, Vendor fails to cure the default(s) in compliance with this section, RGRTA may terminate this Contract without incurring any further obligation to Vendor.
- c. If Vendor terminated following the Termination for Default process above, RGRTA may obtain Deliverables, conforming to the scope of this CONTRACT, elsewhere and charge Vendor with any cost or expense incurred above that stated in the Exhibit entitled "Prices" until RGRTA is able to execute a new Contract for Deliverables or the remaining duration the existing Contract with Vendor whichever comes first.

7. Billing, Payment Terms, and Taxes

7.1. Submission of Invoices

- A. Vendor shall submit a proper and correct written invoice to RGRTA for Deliverables performed.
- B. Unless stated otherwise in the solicitation, each invoice shall be considered proper and correct when it includes at least the following information:
 - a. Purchase Order (PO) number
 - b. Itemized by the Deliverables provided with corresponding Contract prices
 - c. Outstanding balance, if applicable
 - d. Total Due for the Invoice
 - e. If New York State Prevailing Wage laws apply to this Contract as noted in Exhibit entitled "RGRTA SOLICITATION", Vendor shall submit certified payroll with each invoice.
 - f. If subcontractor(s) are utilized, Vendor shall submit copies of received invoices with the submission of RGRTA's invoices.

7.2. Payment

- A. All amounts due and owing shall be paid by RGRTA within thirty (30) days of receipt of properly submitted invoice subject to the RGRTA's acceptance of the Deliverables provided.
- B. RGRTA will not pay any Subcontractor directly. Subcontractor shall submit invoices to Vendor.

7.3. Taxes and Fees

- A. RGRTA is a tax-exempt Public Authority of the State of New York. Therefore any charges to RGRTA shall not include government-imposed taxes, charges, fees and surcharges. Vendor certifies that any relevant taxes, charges, fees, or surcharges from which RGRTA is not exempt are included in all pricing included in the Exhibit entitled "Prices".
- B. Vendor shall be responsible for payment of all applicable taxes incurred by Vendor in relation to the Deliverables.

RGRTA REQUIRED CLAUSES

7.4. Vendor Acknowledgement and Execution

- A. This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- B. Each party acknowledges that it has read and understood this Contract, and agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to the subject matter of this Contract.
- C. Both parties warrant and represent that they have full right, power, and authority to execute this Contract and any written changes thereto.

8. Submission, Retention and Disclosure of Documents

- A. RGRTA is a public benefit corporation of the State of New York and, as such, many RGRTA records and documents in RGRTA's possession are subject to disclosure to the public and/or parties resulting from filing Freedom of Information Requests, subpoenas and other legal demands.

8.1. Ownership of Documents

- A. Any letters, documents, reports, and other products and data, which are originally conceived, developed and produced during the course of this Contract specifically for the purpose of completing the Deliverables, shall become the property of RGRTA upon receipt of proper compensation by Vendor. Copies of this material may be made for Vendor's records, but shall not be furnished by Vendor to others without written authorization by RGRTA, which RGRTA may withhold at its sole discretion. Such Deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by RGRTA. RGRTA recognizes that in the course of performing the requested services, Vendor may use standard documentation, manuals, specification paragraphs, drawings and other technical data that Vendor has previously developed.

8.2. Retention of Plans and Other Data

- A. Vendor shall maintain all books, documents, papers, accounting, records and other evidence pertaining to costs incurred by Vendor in connection with its provision of Deliverables and make the materials available for inspection by authorized representatives of RGRTA at Vendor's office, at all reasonable times during the term of this Contract and for six (6) years from the date of receipt by Vendor of all final payments. Vendor shall provide copies of the materials to RGRTA upon request, at RGRTA's expense.

8.3. Freedom of Information Requests

- A. Trade Secrets and commercially sensitive information (information which if disclosed would cause substantial injury to the competitive position of VENDOR) can be excepted from disclosure under the New York Freedom of Information Law (FOIL), but only if Vendor identifies in writing the records or parts of records considered to be trade secrets or commercially sensitive information when those records are submitted to RGRTA and a specific justification for the characterization is provided. Blanket classification of items as confidential, as trade secrets or similar characterizations, will not meet the Vendors obligation in this regard.
- B. Disclosure of items related to this Contract shall be permitted consistent with the laws of the State of New York and specifically the Freedom of Information Law (FOIL) contained in Article 6 of the New York State Public

RGRTA REQUIRED CLAUSES

Officers Law. RGRTA shall take reasonable steps to protect from public disclosure any of the records relating to this procurement that are otherwise exempt from disclosure under that statute.

8.4. Subpoenas and Legal Demands for Records

- A. The parties shall respond to all properly issued subpoenas and other legal document demands. Upon receipt of a subpoena or legal demand for material relating to this Contract, the receiving party shall notify the other party of said subpoena or legal demand in a time frame and manner fashion sufficient to allow the other party to move against the subpoena or legal demand if they so desire.

8.5. Non-Disclosure and Confidentiality

- A. All information of any kind, whether deemed confidential or not, disclosed by RGRTA to Vendor and all RGRTA information obtained by Vendor and/or to Vendor's employees, agents and/or subcontractors in any manner during Vendor's performance pursuant to this Contract shall be considered RGRTA CONFIDENTIAL INFORMATION.
- B. Vendor will not disclose or divulge any such RGRTA CONFIDENTIAL INFORMATION to anyone except its employees, agents and subcontractors who have a need to know in order to perform their duties in connection with the obligations of Vendor to RGRTA. Any other disclosure of RGRTA CONFIDENTIAL INFORMATION is prohibited without express written permission of RGRTA.
- C. Vendor agrees to hold, and to cause all of Vendor's employees, agents, and subcontractors to hold, all RGRTA CONFIDENTIAL INFORMATION in confidence and to use the same degree of care, but no less than a reasonable degree of care, to prevent any unauthorized disclosure or publication thereof as Vendor uses to protect its own confidential information.

9. Miscellaneous Terms

9.1. Annual Review

- A. RGRTA shall reserve the right to review this Contract annually, the circumstances relating to this Contract, and Vendor's performance under this Contract.

9.2. Notice Requirements

- A. Notices given under this Contract shall be in writing to the individual identified in the Base Contract to receive notices on behalf of Vendor/RGRTA and sent by First Class US Mail, certified US Mail, personal delivery, or courier.
 - a. Notices sent by US Mail, First Class or certified, shall be deemed given when deposited in a post office or official depository under the exclusive care and custody of the United States Post Office.
 - b. Notice sent by personal delivery or courier shall be deemed given when actually delivered to the address provided in the Base Contract.

RGRTA REQUIRED CLAUSES

9.3. Executory Nature of Contract

- A. This Contract shall be deemed executory only to the extent of the funding available and RGRTA shall not incur any liability beyond the funds annually budgeted. RGRTA may make reductions in this Contract for losses/reductions in its sources of revenue. If this occurs, Vendor's obligations regarding the Deliverables provided under this Contract may be reduced correspondingly.

9.4. Contract Publicity/Use of RGRTA as a Reference

- A. Any Vendor press or media releases, advertisements, or promotional literature, regardless of the medium, referring to an awarded Contract or the use of RGRTA's logo must be reviewed and approved by RGRTA prior to issuance.
- B. If, as part of an effort to obtain work, Vendor identifies or uses RGRTA as a reference any time after the date this contract becomes effective Vendor is permitted to use RGRTA's logo.
 - a. In the event RGRTA provides an evaluation or opinion of Vendor as a result of being identified or used as a reference, Vendor waives any claim it may have against RGRTA resulting from RGRTA's provision of the evaluation or opinion.

9.5. Waiver of Breach and Exercise of Rights

- A. No failure on the part of either party to exercise any rights, no course of dealing with respect to any right, and no waiver of any breach under this Contract shall operate as a waiver of such right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies in this Agreement are cumulative and are not exclusive of any other remedies provided by law.

9.6. Force Majeure

- A. A Force Majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party. Force Majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Vendor or RGRTA in the performance of the Contract where non-performance, by exercise of reasonable diligence, cannot be prevented.
- B. The affected party shall provide the other party with written notice of any Force Majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the Force Majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected to another facility and the process of redirecting them. Furthermore, the affected party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the Force Majeure condition continues beyond thirty (30) calendar days, the Parties shall jointly decide on an appropriate course of action that will permit fulfillment of the Parties' objectives hereunder.
- C. The Vendor agrees that in the event of a delay or failure of performance by the Vendor, under the Contract due to a Force Majeure occurrence:
 - a. RGRTA may purchase from other sources (without recourse to and by the VENDOR for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to RGRTA. The Vendor will provide

RGRTA REQUIRED CLAUSES

RGRTA with access to Products first in order to fulfill orders placed before the Force Majeure event occurred. RGRTA shall accept allocated performance or deliveries during the occurrence of the Force Majeure event.

- D. Neither the Vendor nor RGRTA shall be liable to the other for any delay in or failure of performance under the Contract due to a Force Majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Vendor and the RGRTA to be necessary to enable complete performance by the Vendor if reasonable diligence is exercised after the cause of delay or failure has been removed.

9.7. Hazardous or Toxic Materials

- A. Vendor agrees that it will comply with applicable laws and regulations requiring Vendor to inform its officers, employees, agent, contractors, subcontractors at every tier, and any other party which may come into contact with any hazardous or toxic materials as a result of its performance hereunder, of the nature of such materials, and any health or environmental risks associated therewith. In that respect, Vendor will exercise its independent judgment as to whether it should consult with a more knowledgeable party to determine the nature and extent of any such risks. The treatment of any injuries sustained by any parties coming into contact with any hazardous or toxic materials as a direct and proximate result of Vendor's failure to comply with such applicable laws and regulations shall be the sole responsibility of the Vendor.