

WINDHAM REGION TRANSIT DISTRICT

PERSONAL SERVICES CONTRACT FOR TRANSIT BOARDINGS ESTIMATION AND SIMULATION TOOL (TBEST) IMPLEMENTATION AND APPLICATION SUPPORT SERVICES

**Term**

Unless terminated sooner under the provisions of this Contract, the term of this Contract shall be from February 22, 2021 through February 22, 2022. Technical support services and troubleshooting shall expire March 1, 2024.

**Compensation**

Total contract compensation shall not exceed $23,305.47. See, “Scope of Services” document dated February 2021, attached hereto, and incorporated by reference herein, page 4.

**Scope of Services**

Windham Region Transit District (WRTD) seeks to implement the Florida Department of Transportation TBEST Transit Planning software to support in-house transit planning tasks and to provide other Connecticut agencies with access to TBEST data and tools. Under this agreement, the Contractor will provide WRTD with TBEST technical support services to support TBEST utilization at the agency. See also, “Scope of Services” document dated February 2021, attached hereto, and incorporated by reference herein,

The scope of services for this project consists of three (3) TBEST support tasks.

***Task 1: TBEST Socio-Economic Data Development***

Underlying the TBEST software framework is the integration of socio-economic data for use in all TBEST analytical processes. The Contractor will prepare state-wide, Connecticut socio-economic data to be compatible with TBEST analytical engines and that can be accessed within the TBEST user interface. The following data products will be constructed:

1. **Census/ACS Demographic Data.** Census demographic data will be configured specifically for all Connecticut counties based on 2010 Census Block geography and attributes and 2019 5-Year American Community Survey Block Group and Tract demographics. The Contractor will download the latest Census and ACS geographic and tabular files for the region and compile the data into TBEST compatible format.
2. **Employment Data.** The Contractor will construct Connecticut state-wide TBEST-compatible Longitudinal Employment Household Dynamics (LEHD) employment data for use within TBEST.
3. **Socio-Economic Growth Rates.** TBEST incorporates socio-economic (SE) growth as an integral component of market assessment. The Contractor will implement system growth rates relative to the local growth for each configured Transit System in Task 2.

***Task 2: TBEST Base Scenario Development and Validation***

Within this task, The Contractor will build fully coded, up-to-date base year TBEST scenarios which will be used in model validation and subsequent model application, planning support and analysis for the following Connecticut transit agencies: University of Connecticut Storrs campus (UCONN), Hartford Area Regional Transit (HART), Windham Region Transit District (WRTD), Estuary Transit, CT Transit, Northeast Connecticut Transit District (NECTD) and South East Area Transit (SEAT).

The Base Scenario Setup task for each agency includes the following steps:

1. **Create Agency Transit System.** The Contractor will create the TBEST transit system using the socio-economic data developed in Task 1.
2. **Base Year Network Development.** The TBEST base year network is created through the import of GTFS formatted networks into a TBEST scenario. The following will be performed within this step:
   1. Identify the operations period where available data best supports model development and obtain the GTFS files from the operations department.
   2. Import the base year network from the GTFS using the TBEST GTFS Network Import tool. Once imported, The Contractor will quality check the TBEST network and review the default route types and technology designations assigned during the import process and modify as necessary within TBEST network editor.
   3. Identify and import regional connections to other transit providers and include intersecting routes in the core agency TBEST network.
3. **Observed Ridership Data Input.** Observed ridership is collected to support TBEST transit route-level model validation. Route-level observed ridership can be aggregated by route or by route direction depending on available data. For model validation, transit route-level ridership data is summarized by average weekday, Saturday and Sunday over a 2 to 6-month period with the ridership corresponding with the TBEST network and service levels over that same duration. The Contractor will input the information into the TBEST model validation tools.
4. **Special Generators and Stop Amenities.** TBEST contains a domain of stop-level special generators and stop amenities which are populated at the stop-level. The Contractor will assist WRTD in gathering GIS or other data to support coding TBEST amenities and generators. The Contractor will populate the supplied information into the base year TBEST network.
5. **Park-n-Ride.** TBEST supports identifying stops as Park-n-Ride locations through a special generator flag. The Contractor will then populate both park-n-ride stop locations and (if available) parking space counts with the base year network.
6. **Transfer Station.** TBEST provides the ability to designate stop locations as transfer stations. The hub can be a downtown station or supporting transfer location within the network. The Contractor will assist agencies in gathering appropriate transfer station locations and then code the locations into the TBEST base year network.
7. **Populate Fare.** TBEST allows for the input of both base and transfer fare by route type and mode. If discounted fares are implemented, then an average fare per boarding would be implemented for base fare and transfer fare (if applicable).
8. **Pre-validation Model Testing.** Prior to validating the TBEST model for the WRTD base year, the model runs will be conducted to evaluate ridership at the route, pattern and in some cases at the stop level to determine if any adjustments need to be made to network coding or socio-economic data. This quality control step ensures that model sensitivity and responsiveness is embedded in the validation adjustment factors.
9. **Model Validation.** The Contractor will validate each agency TBEST model using the built-in TBEST model validation tools. The Contractor will evaluate the results of the validation for consistency with observed ridership**.** The final validated agency TBEST system will be provided to WRTD in TBEST Distribution File format.
10. **TBEST Data Hosting.** Upon completion of the TBEST data setup and validation for each agency, The Contractor will make agency Transit System and Socio-Economic Data available for download via the Contractor TBEST Data Hosting service for a one-year period. The ServiceEdge TBEST Data Hosting service provides easy access to TBEST data products for use internally, by the supported agencies and to any potential external users.
11. **TBEST Ridership Estimation Model.**  The default TBEST ridership estimation model that is installed with TBEST requires that Parcel-level land use data is configured as input to the model. Due to the lack of TBEST-compatible parcel availability for large areas of the state, the Contractor will provide access to the ServiceEdge TBEST Model structure (SES-TBEST-MODEL). This model structure does not require parcel data as an input and will provide an interim ridership forecasting structure until Connecticut state-wide, TBEST-compatible parcel data is available. This model structure will be provided at no charge, but on an “as-is” basis with no supported upgrades for future TBEST software/model releases.

***Task 3: TBEST Technical Support and Troubleshooting***

The Contractor will provide on-call TBEST technical support and troubleshooting to WRTD up to the budget limit for this task. This service will include:

* Software troubleshooting
* Installation Support
* Guidance on TBEST utilization
* TBEST Application Scenario Development Support including developing scenario alternatives for service and strategic planning
* TBEST Analytical Support for Ridership Estimation, Market Analysis, Title VI Reporting, Accessibility, COA Reporting and other ad-hoc analytical requirements
* TBEST Setup Configurations such as: metric query development, Title VI default map customization, service area boundary definition and other configuration options requested by WRTD

**Reporting Hours**

Once contractor actively begins labor on this project, and during times which contractor is actively working on this project, contractor shall send a weekly update in writing regarding how many hours the contractor has used in each category, and how any hours they project to use in each category by the project completion date. The intent of this is to avoid a situation where contractor runs out of hours. See, “Scope of Services” document dated February 2021, attached hereto, and incorporated by reference herein, at page 4,

**Payment and Invoicing**

WRTD shall pay the Contractor, upon the submission of a final invoice, the prices stipulated in this Contact for services accepted, less any deductions provided in this Contract. WRTD shall pay the Contractor within 180 days of the receipt of a properly completed and submitted invoice.

Any unused task 3 tech support hours shall remain available to WRTD until support hours are consumed, or until March 1, 2024, or whichever comes sooner.

Notwithstanding any other additional requirements of this Contract, invoices shall contain the date(s) supplies were delivered, or services were furnished; a detailed description of the supplies or services furnished, and a price breakdown showing contract prices and units.

All invoices shall be submitted to [l.hapeman@wrtd.org](mailto:l.hapeman@wrtd.org), the WRTD Executive Director, for review prior to sending to the WRTD finance director [pholmes@wrtd.org](mailto:pholmes@wrtd.org)

If email is not available; invoices may be submitted via mail to: WRTD, 28 S Frontage Rd, Mansfield Center CT 06250

**Changes**

WRTD may at any time, by written order, make changes within the general scope of this Contract in any one or more of the following:

Description of services to be performed.

Time of performance (i.e., hours of the day, days of the week, etc.).

Place of performance of the services.

If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether changed by the order, WRTD may make an equitable adjustment in the contract price, the delivery schedule, or both, andmodify the contract. The Contractor must make its proposal for any adjustment under this clause within 30 days from the date of receipt of the written order. However, if WRTD decides that the facts justify it, WRTD may receive and act upon a proposal submitted before final payment of the contract.

**Overages**

No overages are authorized. WRTD will not pay contractor extra for overtime needed to meet a delivery deadline.

**Price Adjustments**

No price adjustments are permitted. Hours are flexible within each task.

**Offline and Continued use**

Model shall remain usable in offline mode for those who have the offline model, giving the end user the ability to update base transit lines and transit data, forecast ridership, run title VI reports, and run financial analysis.

**Insurance**

During the term of this Contract, Contractor shall purchase and maintain any insurance required by this Contract. Contractor shall furnish acceptable certificates of insurance and additional insured endorsements to WRTD within ten (10) days after award of this contract, and prior to commencement of any contract work. Contractor shall be responsible for the payment of all premiums and deductibles and shall indemnify WRTD for any liability or damages that WRTD may incur due to Contractor's failure to purchase or maintain any required insurance. Contractor shall maintain insurance of the types and in the amounts described below.

- General Liability Insurance

- General Liability insurance, with coverage limits not less than:

$1,000,000 per occurrence, bodily injury and property damage; and

$1,000,000 general aggregate, bodily injury and property damage.

Such coverage will be equivalent to or better than the Insurance Service Office (ISO) standard coverages, conditions, and extensions, and shall not contain limitations or exclusions for Blanket Contractual, Broad Form Property Damage, Personal Injury, Premises-Operations, Products and-Completed Operations, Independent Contractors, Fire Legal Liability, and Explosion, Collapse, and Underground (XCU).

The General Liability policy shall be endorsed with CG 2010 1185 or CG 2010 1001 and CG 2037 1001 or equivalent, naming WRTD and its directors, officers, representatives, agents, and employees as additional insured.

**Business Auto Liability Insurance**

Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:

Bodily injury: $1,000,000.00 per person; $1,000,000.00 per accident; and

Property damage: $1,000,000.00 per accident.

The Automobile policy shall be endorsed with CA 20 48 02 99 or equivalent, naming WRTD and its directors, officers, representatives, agents, and employees as additional insured.

**Workers Compensation Insurance**

Contractor shall carry worker’s compensation insurance in the following amount:

Bodily Injury by Accident: $1,000,000.00 each accident

Bodily Injury by Disease $1,000,000.00 each employee

Bodily Injury by Disease: $1,000,000.00 policy limit

**Project Managers**

The Contractor's designated Project Manager shall be the Contractor's representative for the administration of the contract documents and the supervision of the work. In all matters relating to the performance of the work and payment therefore, and in all situations involving actual, recommended or, proposed changes, WRTD shall accept commitments and instructions of the Contractor only from the Project Manager or a duly authorized representative of the Project Manager so designated in writing. After initial approval by WRTD, the Contractor shall not change the Project Manager without the prior written approval of WRTD. WRTD shall appoint its own Project Manager for the work required by this Contract. WRTD’s Project Manager is Philip Johnson, [philipjohnson@uconn.edu](mailto:philipjohnson@uconn.edu), cell (310)779-8947, cell (959) 444-0201

**Time of Essence**

Time is of the essence in this Contract. Contractor shall begin work within 90 days of contract’s signing, and complete work (excluding task 4: technical support and troubleshooting) within 9 months of work beginning. Contractor's failure to deliver services on time shall be a material breach of this Contract. If Contractor fails to deliver services on time, WRTD, at its discretion, may procure those services from another source. If the price paid by WRTD for services procured from another source under this Paragraph is higher than the price under this Contract, Contractor shall pay WRTD the difference between those prices. WRTD may deduct that difference from any amount WRTD owes Contractor.

**Warranties**

"Acceptance," as used in this clause, means the act of an authorized representative of WRTD by which WRTD approves specific services, as partial or complete performance of the contract. "Correction," as used in this clause, means the elimination of a defect.

The Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the contract. WRTD shall give written notice of any defect or nonconformance to the Contractor within ninety (90) days of the date of acceptance of the services by WRTD. This notice shall state either (1) that the Contractor shall correct or reperform any defective or non-conforming services, or (2) that WRTD does not require correction or reperformance.

If the Contractor is required to correct or reperform, it shall at no cost to WRTD, and any services corrected or reperformed by the Contractor shall be subject to this clause to same extent as work initially performed. If the Contractor fails or refuse to correct or reperform, WRTD may correct or replace with similar services and charge Contractor the cost to WRTD, or make an equitable adjustment in the contract price. Contractor shall keep records on all reperformed work and the hours and cost associated with such work shall be segregated for accounting purposes.

If WRTD does not require corrections or reperformance, WRTD may make an equitable adjustment in the contract price.

**Rejection of Goods & Services**

Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or used in performing services. If any of the services performed do not conform to contract requirements, WRTD may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, WRTD may; (1) require the Contractor to take necessary action to ensure that future performance conforms to the contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, WRTD may; (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

**Costs**

**WRTD shall not be responsible for any costs of the Contractor unless WRTD agrees to do so.**

**Travel Arrangements**

Any travel arrangements necessary to perform the services required under this contract must be made by and paid for by the Contractor.

**Electronic Signatures**

This Contract and related documents may be executed by the parties separately in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument. Each will be considered signed when the signature of a party is delivered by electronic signature, or electronic (email) transmission to the other party, when it is delivered in a manner that reasonably identifies the signatory as the individual named. Such electronic signatures shall be treated in all respects as having the same effect as an original signature. If requested by either party, documents bearing original signature may be subsequently submitted to replace copies bearing electronic signatures. By signing this Contract, the representative of the Offeror thereby represents that such person is duly authorized by the Company to execute this Contract on behalf of the Offeror and that the Company agrees to be bound by the provisions thereof.

**General Contract Conditions**

**Contractor's Status and General Responsibilities**

Contractor is an independent Contractor for all purposes and is entitled to no compensation from WRTD other than that provided by this Contract. Contractor shall inform WRTD of Contractor's Federal Internal Revenue Service Employer Identification Number, or, if Contractor is an individual with no employer identification number, Contractor's Social Security Number. The Contractor and its officers, employees, and agents are not officers, employees or agents of WRTD. The Contractor, its employees or officers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of WRTD for any purpose whatsoever, nor are they authorized to do so.

Contractor shall provide and pay for all labor, materials, equipment, utilities, and other goods or services necessary for full contract performance unless this Contract specifically provides otherwise. Contractor shall supervise and direct contract performance using its best skill and shall be responsible for selecting the means of contract performance. If, during or after the term of this Contract, Contractor learns of any actual or potential defect in the services provided under this Contract, of any problem associated with the results of contract performance, or of any nonconformance with a provision of this Contract or of Federal, state, or local law, Contractor shall inform WRTD immediately in writing with a full description of the defect, problem, or nonconformance.

**Notices and Communications**

All notices and other communications concerning this Contract shall be written in English and shall bear the contract number assigned by WRTD. Notices and other communications may be delivered personally, by facsimile, by email, by regular, certified or registered mail or other commercial delivery service. A notice to WRTD will be effective only if it is delivered to that person designated in writing in either (a) the Notice of Award of this Contract, (b) the Notice to Proceed under this Contract, or

to another individual specifically designated by this Contract. A notice to the Contractor shall be effective if it is delivered to the individual who signed this Contract on behalf of Contractor at the address shown with that signature, to a corporate officer if Contractor is a corporation, to a general partner if Contractor is a partnership, or to another individual designated in writing by the Contractor in the contract or in a written notice to WRTD.

**Assignment and Subcontracting**

Contractor shall not assign any of its rights or subcontract any of its responsibilities under this Contract without the prior written consent of WRTD. Contractor shall include in each subcontract any provisions necessary to make all of the provisions of this Contract fully effective. Contractor shall provide all necessary plans, specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work.

**Indemnification**

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify WRTD and its officers, employees and agents, from all claims, demands, suits, legal actions, losses, damages, liabilities, judgments, costs and expenses of whatsoever nature, including attorney fees and costs, resulting or arising from the acts or omissions of Contractor and/or its officers, employees, or agents, including any acts or omissions of its subcontractors under this Contract. Contractor shall not be responsible for any damages caused solely by the acts or omissions of WRTD, its officers, employees or agents.

The obligations of Contractor under this Section will not in any way be affected or limited by the absence in any case of insurance coverage or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting this Contract. In no way shall the Contractor limit its liability under this Contract.

This indemnity shall survive the termination of this Contract or final payment hereunder. This indemnity is in addition to any other rights or remedies which WRTD and the other parties to be indemnified may have under the law or under this Contract. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, WRTD may in its sole discretion reserve, retain or apply any monies due to the Contractor under the contract for the purpose of resolving such claims; provided, however, that WRTD may release such funds if the Contractor provides WRTD with adequate assurance of the protection of WRTD's interests. WRTD shall be the sole judge of whether such assurances are adequate.

**Acts of God**

Neither party is liable for delay or default if such delay or default is the result of an event of an Act of God, meaning acts of the public enemy, acts of the government in its sovereign capacity, fires, floods, earthquake, epidemics, quarantine restrictions, or freight embargoes. Acts of God shall not include the following: an event which, in whole or in part (a) is the result of a labor strike, work stoppage or slowdown, or other labor related issue caused by employees either of the Contractor, its subcontractor or supplier, or an affiliate; (b) is the result of a change in the federal revenue or income tax laws; or (c) is or was reasonably within the control of or was caused by the fault or negligence of, the party claiming Acts of God as an excuse for delay or default. A party asserting Acts of God as an excuse for delay or default notify the other party within 24 hours after commencement of the delay or default, take reasonable steps to minimize any delay or damages, and continue to perform all non-excused obligations.

**Prompt Payment**

Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the contract. At a minimum, Contractor shall pay Subcontractors no later than thirty (30) days from receipt of payment from WRTD. Contractor shall not hold retainage from Subcontractors.

**Payment of Claims by WRTD**

If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, WRTD may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Contractor pursuant to this Contract. WRTD's payment of a claim under this Paragraph shall not relieve Contractor or Contractor's surety from responsibility for such claims.

**Compliance with Laws and Regulations**

Contractor shall adhere to all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Contract.

**Liens Prohibited**

Contractor shall not permit any lien or claim to be filed or prosecuted against WRTD, its property or its right-of-way on account of any labor or material furnished or any other reason for work arising out of this Contract. If any lien shall be filed, Contractor shall satisfy and discharge or cause such lien to be satisfied and discharged immediately at Contractor’s sole expense.

**Safety**

Notwithstanding any safety provisions elsewhere in this contract, and in addition to this Contractor’s own safety procedures, Contractor shall implement and enforce all safety requirements that are standard in the industry and/or that are required by WRTD’s Safety Department.

**Integration, Modification, and Administrative Changes**

This Contract includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. This Contract may be modified in writing by a modification that has been signed by individuals authorized to bind each of the parties contractually. WRTD reserves the right to make administrative changes to the contract unilaterally. An administrative change means a written contract change that does not affect the substantive rights of the parties.

**Severability/Survivability**

If any of the provisions contained in this Agreement are held by a court of law or arbitrator to be illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired, and the parties shall negotiate an equitable adjustment of this Contract so that the purposes of this Contract are affected. All provisions concerning indemnity survive the termination or expiration of this Contract for any cause.

**Waiver and Nonwaiver**

A waiver by one party of a right to a remedy for breach of this Contract by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. WRTD's acceptance of goods or services, or payment under this Contract, shall not preclude WRTD from recovering against Contractor or Contractor's surety for damages due to Contractor's failure to comply with this Contract. Both parties having had the opportunity to consult an attorney regarding the provisions of this Contract, the parties agree to waive the principle of contract interpretation that an ambiguity will be construed against the party that drafted the ambiguous provision.

**Termination for Default**

WRTD may, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to (i) Deliver the goods or to perform the services within the time specified in this Contract or any extension; (ii) Make progress, so as to endanger performance of this Contract; or (iii) Perform any of the other provisions of this Contract. WRTD's right to terminate this Contract under subdivision (A) of this clause may only be exercised if the Contractor does not cure such failure within 10 calendar days (or more if authorized in writing by the Contract Administrator) after receipt of the notice from the Contract Administrator specifying the failure.

If WRTD terminates this Contract in whole or in part under the default provisions, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, goods or services similar to those terminated, and the Contractor will be liable to WRTD for any excess costs for those goods or services. However, the Contractor shall continue the work not terminated. Contractor shall be paid the contract price only for completed goods or services delivered and accepted. If it is later determined by WRTD that Contractor had an excusable reason for not performing, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of, Contractor, WRTD may allow Contractor to continue work, or may treat the termination as a termination for convenience. The rights and remedies of WRTD in this Article are in addition to any other rights and remedies provided by law or under this Contract.

**Intellectual Property**

Contractor shall hold harmless, defend and indemnify WRTD, its directors, officers, employees and agents from any loss of any kind, based on a claim that the work performed, or products provided hereunder, including material(s) or any part thereof, constitutes infringement of any patent, trademark, trade-name, copyright, trade secret, or other intellectual property infringement, including but not limited to claims arising out of the manufacture, sale or use of such work, products or materials. Such indemnification shall include all damages and costs incurred by WRTD as the result of the claim, including attorney fees and expert witness fees.

**Work Product**

All work product of Contractor that results from this Agreement are the exclusive property of WRTD. Work Product shall include but not be limited to all data, information in any form, documents, research, analysis and other any work subject to intellectual property laws and doctrines. WRTD and Contractor intend that such work product be deemed “work for hire” of which WRTD shall be deemed the author. If for any reason the work product is not deemed “work for hire” contractor hereby irrevocably assigns to WRTD all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as WRTD may reasonably request in order to fully document such vested rights in WRTD. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC Section 106A or any other rights of identification or authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**Title and Risk of Loss**

If this Contract is for the supply of goods, Contractor shall bear the risk of loss until the goods have been delivered to the site designated by WRTD and/or an authorized WRTD employee or agent has taken possession of them. Title to goods shall pass to WRTD upon WRTD's payment for those goods.

**Acceptance, Rejection, and Revocation of Acceptance**

If this Contract is for the supply of goods, then WRTD shall be deemed to have accepted goods only after the goods have been delivered by Contractor, and WRTD has had a reasonable opportunity after delivery to inspect the goods. Prior to acceptance, WRTD may reject any goods that fail to conform to the requirements of this Contract. WRTD may revoke its acceptance of goods that fail to conform to this Contract if the failure to conform was not reasonably discoverable by ordinary pre-acceptance inspection or evaluation. Acceptance may be revoked under this Paragraph even if WRTD has started using the goods before discovering that they do not conform to the contract. Upon request by WRTD, Contractor shall replace or repair to WRTD's satisfaction any goods that have been rejected by WRTD or the acceptance of which has been revoked by WRTD under this Paragraph. Failure to replace or repair those goods within a reasonable time after WRTD's request shall be a material breach of this Contract.

**Inspection of Goods/Services**

WRTD has the right to inspect and test all goods/services called for under the contract, to the extent practicable, at all times and places during the term of the contract. WRTD shall perform inspections and tests in a manner that will not unduly delay the work. If any of the goods or services do not conform with contract requirements, WRTD may require the Contractor to replace the goods or perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in goods or services cannot be corrected by re-performance, WRTD may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the goods/services performed.

If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, WRTD may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by WRTD or (2) terminate the contract for default.

**Paragraph Headings and Other Titles**

The parties agree that paragraph headings and other titles used in this Contract are for convenience only, and are not to be used to interpret this Contract.

**Applicable Law and Jurisdiction**

This Contract shall be governed by Connecticut law, without resort to any jurisdiction's conflicts of law principles, rules or doctrines. Any suit or action arising from this Contract shall be commenced and prosecuted in the courts of Windham, CT or the local US District court. The parties agree to submit to the jurisdiction and venue of these courts.

**Nondiscrimination**

During the term of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, disability, or national origin.

**Confidentiality**

All information, written or oral, disclosed or made available to the Contractor, directly or indirectly, through any means of communication or observation by the Contractor or any of its affiliates or representatives to or for the benefit of the Contractor shall remain confidential between Contractor and WRTD. The Contractor shall hold all Confidential Information in confidence in accordance with the terms of this agreement and use only for the purpose of providing the Services hereunder.

**Authority**

The representatives signing on behalf of the parties certify that they are duly authorized by the party for whom they sign to make this Contract.

Service Edge Solutions LLC

By (signature)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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WRTD

By (signature)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_