

**REQUEST FOR QUOTATION
AFTER HOURS ANSWERING SERVICE
1932-20**

ISSUED:

June 18, 2020

DEADLINE FOR EMAIL RESPONSES:

2:00 pm on Tuesday, July 7, 2020

SUBMIT RESPONSES VIA EMAIL TO:

Kim Cotharin

Contracting Officer

The Housing Authority of the City of Hartford
180 John D Wardlaw Way Hartford, CT 06106

Phone: 860-723-8508

Email: bids@hartfordhousing.org

SCOPE OF SERVICES AFTER HOURS ANSWERING SERVICE

BACKGROUND AND PUPOSE

The Housing Authority of the City of Hartford (“HACH”) is seeking the services of an after-hours, live, answering service (the “Answering Service”). The Answering Service is needed to cover phone calls made by HACH community residents to HACH Customer Service after normal business hours (including lunch hours, leave time, and holidays). HACH Customer Service responds to several communities which, in total comprise approximately 1,000 residences with 3 property managers. Refer to www.hartfordhousing.org for additional information on HACH.

LENGTH OF CONTRACT/CONTRACT FORM

This period of this contract will be for three years commencing July 17, 2020. The Authority may extend the contract for up to two additional one-year terms upon completion of the initial 3 year term. Prices for the entire contract term will remain firm.

The form of contract is attached to this solicitation. No changes to the form are allowable.

SCOPE OF WORK

It will be the contractor’s responsibility to provide all staffing, supervision, and equipment necessary to provide a live answering service to residents of HACH’s communities which are mostly English and Spanish speaking and may involve hearing or speech impaired residents. Therefore, it is important that the answering service be equipped with staff and equipment necessary to handle a variety of situations. Inasmuch as coverage will be required around the clock at certain times, it is expected that the contractor be equipped to handle 24/7 service. Voicemail is not acceptable coverage. Phone calls must be answered within 4 rings.

Volume and Nature of Calls

Phone calls will generally involve tenant-landlord matters, mostly concerning maintenance. While some of the calls will be routine in nature, requiring only that a message be taken, many of the calls will require immediate dispatch to the appropriate Property Manager in accordance with the Dispatch Procedures provided in this Scope of Work (see “Dispatched Calls” below). HACH has averaged approximately 923 calls per month for the last five months. Most calls are of a short duration.

Hours of Service

- Weeknights: 4:30 pm to 8:30 am
- Weekdays: Currently the Authority is on a 4 day work schedule, exact days off for answering staff are subject to change.
- Weekends: Full coverage beginning Friday at 4:30 pm to 8:30am Monday
- Lunch Hours: One Hour per day as determined by HACH
- Leave Time: Full coverage on days where HACH’s Customer Services staff is not available for any reason whatsoever

Answering Phone Calls

The Answering Service will be required to answer all phone calls within 4 rings in a professional and courteous manner. A general script may be provided by the HACH Customer Service Supervisor. All calls must be recorded and callers must be made aware of the recording immediately upon answering.

Dispatched Calls

The Answering Service will be responsible for immediately dispatching phone calls of an urgent nature to the appropriate HACH staff. A complete listing of locations and Staff Assignments will be provided to the Answering Service prior to the start of service and will be updated as applicable by HACH from time to time. In the event of an urgent dispatch, if assigned staff does not respond within 15 minutes, the Answering Service will be responsible for utilizing the escalation procedure provided by HACH each Monday during regular business hours on a weekly basis. HACH will provide written guidance on situations which constitute immediate dispatch prior to the commencement of services under the contract. Such guidance may be updated from time to time by HACH during the contract term.

REPORTS AND INVOICES

The Answering Service will provide reports twice daily to HACH’s Customer Service Supervisor in a format mutually agreed upon before the commencement of services under the contract. In general, the report will provide caller information, the time and nature of the call and the resulting action. Answering Service shall deliver the first report to HACH at 8:30 AM, documenting call activity during the night, and shall deliver the second report at 2:00 PM, documenting call activity during lunch hours.

The Answering Services shall submit invoices on a monthly basis in a format mutually agreed upon before the commencement of services under the contract.

Invoices will be submitted to the HACH Customer Service Supervisor, or as specified by the Supervisor. Payment will be made within 45 days of invoice receipt by HACH unless there is a discrepancy in the invoice in which case it will be paid within 30 days of resolving the issue to HACH satisfaction.

**BID FORM
AFTER HOURS ANSWERING SERVICE**

The undersigned bidder agrees to provide After Hours Answering Services to HACH in accordance with the Scope of Services contained in this Request for Quotation and agrees to the attached form of contract as well should a contract be awarded. All costs associated with bidder’s quotation will be considered in making award. Award will be made to the lowest responsive and responsible bidder.

Each bidder must fill out and print this form, sign where indicated by an individual authorized to bind your company, scan the signed form and email it to bids@hartfordhousing.org prior to the deadline for submitting responses.

Fixed Monthly Fee for After Hours Answering Services: \$ _____

Company Name: _____

Address: _____

Authorized Representative: _____

Phone Number: _____ **Email Address:** _____

Date: _____ **Signature:** _____



**Housing Authority of the
City of Hartford**

Standard Form for Non-Construction Contracts

[For bids \$10,000 up to \$250,000, *without maintenance*]

STANDARD FORM FOR NON-CONSTRUCTION CONTRACT
[For bids \$10,000 up to \$250,000, *without maintenance*]

HOUSING AUTHORITY OF THE CITY OF HARTFORD
FOR PROJECT NO: {CONTRACT-NUMBER}
{NAME-OF-SERVICE}

This contract is dated {DATE}, and is between {CONTRACTOR-IN-ALL-CAPS}, a {STATE} {ENTITY-TYPE} ("Contractor"), and HOUSING AUTHORITY OF THE CITY OF HARTFORD, a public body corporate and politic organized and existing pursuant to Conn. Gen. Stat. §8-40, et seq. ("HA").

The parties agree as follows:

1. CONTRACT DOCUMENTS. In addition to this document, the following documents constitute part of this contract:

- (i) HUD Form HUD-5370-C, Section I, *General Conditions for Non-Construction Contracts* ("HUD-5370-C") {CONTRACTS ABOVE \$100,000};
- (ii) HA's *Special Conditions for Non-Construction Contracts* ("HA Special Conditions");
- (iii) HA's *Invitation for Bids* for this service, with amendments, # {____} ("IFB"); and
- (iv) Contractor's *Bid* for this service, dated {IFB-RESPONSE-DATE} ("Bid").

If there is a conflict between any two provisions in the documents that constitute this contract, the provision that first appears in the documents listed governs: (i) this contract document; (ii) HUD-5370-C; (lii) HA Special Conditions; (iv) IFB; then (v) Bid.

2. SCOPE OF SERVICES. Contractor shall perform all work {specified in the IFB's *Scope of Services* OR in accordance with Exhibit A, *Scope of Services*, and all other requirements stated in the IFB's *Scope of Services*}.

3. TERM. The term of this contract is {three} years ("Term"). HA may extend this contract {two} times, for one year each.

4. COMPENSATION. HA shall pay Contractor in accordance with the rates set forth in {Contractor's Response OR Exhibit B, *Pricing & Compensation Plan*}.

5. AUTHORITY. The person signing this contract is authorized by the Contractor to enter into this contract on behalf of the Contractor.

The parties are signing this contract as of the date stated in the introductory clause.

{CONTRACTOR}

HOUSING AUTHORITY OF THE CITY OF HARTFORD

By _____
{Name}
{Title}

By _____
Annette Sanderson
Executive Director



**Housing Authority of the
City of Hartford**

Special Conditions for Non-Construction Contracts

Housing Authority of the City of Hartford

Special Conditions for Non-Construction Contracts

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General

1. Contract

- (a) The Housing Authority of the City of Hartford ("HA") uses these special conditions in contracts for professional services that are fully or partially funded by

the U.S. Department of Housing and Urban Development (HUD).

2. Definitions

- (a) Terms not defined in these special conditions are found in the main contract document incorporating these special conditions.
- (b) "Contractor" includes contractor's officers, employees, agents, and subcontractors.

Term and Termination

3. Contract Term

- (a) Contractor shall begin performance on the date of this contract.
- (b) HA may extend the term of this contract at its sole discretion if Contractor's service is essential to a project's completion.
- (c) HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations. The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall:
- immediately discontinue all services affected (unless the notice directs otherwise), and
 - deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.
- (d) If the termination is for the convenience of the HA, the HA will be liable only for payment for services rendered before the effective date of the termination.
- (e) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract, the HA may:
- require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work described in the Notice of Termination;
 - take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; and
 - withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the HA by the Contractor.

Contractor agrees HA is liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination.

- (f) HA's Contracting Officer will decide any dispute in accordance with the HA's procurement policy at the time of the dispute.

Compensation

4. Performance Standard

Contractor shall make its best effort to provide its service using the highest professional skill and competence.

5. Payments

HA shall pay Contractor for invoices submitted to HA, for service done to HA's satisfaction, within 45 days. HA will not pay invoiced amounts not submitted by Contractor within 6 months of work being performed. Contractor bears the burden of proof of invoice submission to HA.

Recordkeeping & Reports

6. Establishment and Maintenance of Records

Contractor shall establish and maintain fiscal control and accounting procedures that assure proper accounting for all funds paid by HA to Contractor.

7. Status Reports

Contractor shall furnish HA with such information and reports concerning the progress and management of this contract as HA may require from time to time.

8. Examination and Retention of Contractor's Records

Contractor will permit HA, HUD, Comptroller General of the United States, or any of their duly authorized representatives to have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions, for a period of three years after final payment under this contract.

Data and Patent Rights

9. Ownership and Proprietary Interest

HA has (i) exclusive ownership of, (ii) all proprietary interest in, and (iii) the right to full and exclusive possession of, all information, materials, and documents, discovered or produced by Contractor, resulting from this contract, including reports, memoranda, or letters relating to any contractual research and reporting tasks.

Insurance

10. Liability Coverage

Contractor shall have the follow insurance:

- (i) *Comprehensive General Liability Insurance*, (including contractual liability insurance). Limits not less than \$1,000,000 for all damages for any bodily injury sustained as the result of any occurrence, and \$1,000,000 for all damages of property sustained by each person as the result

of any one occurrence, and \$1,000,000 for all property damage sustained as a result of any one occurrence, or a limit of not less than \$3,000,000 Combined Single Limit (CSL).

- (ii) *Professional Liability Insurance*. Limits of not less than \$1,000,000 per occurrence, covering acts, errors and omissions arising out of the rendering of, or failure to render, professional services related to this contract if applicable to the services provided under contract.
- (iii) *Fidelity/Crime Insurance*. Limits of not less than \$1,000,000 per occurrence, which covers claims incurred as a result of Contractor's employees' dishonesty, burglary, theft, fraud, or destruction of property, if applicable to the services provided under contract.
- (iv) *Automobile Liability Insurance*. Limits not less than \$1,000,000 for all damages for any bodily injury sustained by each person as a result of any occurrence, and \$1,000,000 for damage because of bodily injury sustained by two or more persons as the result of any occurrence, and \$100,000 for property damage sustained as the result of any one occurrence, or a limit of not less than \$1,250,000 Combined Single Limit (CSL).

11. Worker's Compensation Insurance

Contractor shall maintain Worker's Compensation Insurance for its employees in accordance with Connecticut's General Statutes or in accordance with the statutes of Contractor's home state. In addition to any other requirements related to worker's compensation insurance, if Contractor is a sole proprietor, a single member limited liability company or otherwise has no employees, Contractor shall maintain Worker's Compensation Insurance as if it were an "employer" as such term is defined in and in accordance with Connecticut's General Statutes or as if it were an employer in accordance with the statutes of Contractor's home state.

12. Insurance Conditions

- (a) Contractor shall purchase insurance coverage from an insurance company licensed to conduct business in Connecticut or a company approved by HA.
- (b) Contractor shall ensure all required insurance policies provide occurrence-based coverage.
- (c) HA may review the insurance requirements and coverages from time to time. Contractor agrees to comply with HA's reasonable new or modified insurance requirements.
- (d) Contractor shall pay all insurance deductibles, if any, or indemnify HA from paying Contractor's insurance deductibles, or both.
- (e) Contractor agrees that the amount of insurance required does not, in any way, limit the liability of

Contractor by virtue of its obligation to indemnify HA, so that all claims resulting in a settlement or judgment or other claim-related payment in excess of the coverage amounts required, if any, are the sole responsibility of Contractor to pay, to indemnify HA from paying, or both.

- (f) Contractor shall ensure that following phrase is placed by its insurer in the ACORD Certificate of Insurance form's comments section: "The Housing Authority of the City of Hartford is named as an Additional Insured."
- (g) Contractor shall furnish HA all insurance renewal certificates at least thirty (30) days prior to policy expiration.
- (h) Contractor shall maintain insurance coverage in full force for the duration of this contract, including extensions or renewals. Contractor's cancellation or termination of insurance policies required by this contract without immediate replacement is a default. HA may cure such a default by procuring insurance on behalf of Contractor, at Contractor's expense.
- (i) Contractor shall ensure that Contractor's insurer will provide HA 30-days' notice before cancellation or decrease in coverage, of any insurance policy required.

General Indemnity

13. HA Indemnification

- (a) In this section, the following definitions apply:
 "Litigation Expense" means any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.
 "Losses" means any amount awarded in, or paid in settlement of, any Proceeding, including any interest and any Litigation Expenses.
 "Proceeding" means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.
- (b) Contractor shall indemnify HA against all Losses arising out of a Proceeding against HA related to this Contract and initiated by a non-party to this contract ("Claim"), except to the extent that HA negligently or intentionally caused those Losses.
- (c) HA must promptly notify Contractor of that Claim and deliver to Contractor a copy of all legal pleadings with respect to the Claim.
- (d) To assume the defense of a Claim, Contractor must notify HA that it is doing so. Promptly thereafter, Contractor shall retain to represent it in the Claim, independent legal counsel that is reasonably acceptable to HA.
- (e) HA is entitled to participate in the defense of a Claim. HA may defend a Claim with counsel of its own choosing and without Contractor participating if (1) Contractor

notifies HA that it does not wish to defend the Claim, (2) by midnight at the end of the tenth business day after HA notifies Contractor of the Claim Contractor fails to notify HA that it wishes to defend the Claim, or (3) representation of Contractor and HA by the same counsel would, in the opinion of that counsel, constitute a conflict of interest.

- (f) Contractor shall pay any Litigation Expenses that HA incurs in connection with defense of the Claim before Contractor assumes the defense of that Claim, except with respect to any period during which HA fails to timely notify Contractor of that Claim. Contractor will not be liable for any Litigation Expenses that HA incurs in connection with defense of a Claim after Contractor assumes the defense of that Claim, other than Litigation Expenses that HA incurs in employing counsel in accordance with subsection (d), which Litigation Expenses Contractor shall pay promptly as they are incurred.
- (g) After Contractor assumes the defense of a Claim, Contractor may contest, pay, settle, or compromise the Claim at its discretion, except that it may not compromise or settle the Claim without the consent of HA unless that compromise or settlement (1) does not entail any admission on the part of HA that it violated any law or infringed the rights of any Person, (2) has no effect on any other claim that may be brought against HA, (3) provides as the claimant's sole relief monetary damages that are paid in full by Contractor, and (4) requires that the claimant release HA from all liability in respect of the Claim.

Default and Remedies

14. Additional Defaults

- (a) Default includes, in addition to those stated elsewhere in this contract:
 - (i) a competent authority, such as a government official or a Certified Public Accountant, determines that Contractor's management of, or any accounting for, its funding, as relates to this contract, is improper, inadequate, or illegal; and
 - (ii) a court having jurisdiction enters a decree or order adjudging Contractor bankrupt or insolvent, or approving as properly filed Contractor's petition seeking reorganization, readjustment, arrangement, composition, or similar relief for Contractor under federal bankruptcy laws, or any other similar applicable law.
- (b) HA may waive any default. HA's waiver as to a particular default does not constitute a waiver of any other default, whether of the same or different type, and whether preceding or succeeding the waived default. HA's waiver of a default is not effective unless written and signed by HA's Executive Director.

15. Remedies

- (a) HA may elect to pursue any one or more of the following remedies, in any combination or sequence, for any default not waived by HA:
- (i) any action as HA deems necessary, including the temporary withholding or reduction of payment;
 - (ii) suspend program operation;
 - (iii) require Contractor to cure such default to HA's satisfaction; and
 - (iv) terminate this contract.
- (b) HA's selected remedy does not prohibit HA from pursuing any other remedy and does not constitute a waiver by HA of any other right or remedy.

HUD Section 3

16. HUD Section 3 Clause**Training and Employment Opportunities for Residents in the Project Area** (Section 3, HUD Act of 1968; 24 CFR 135)

(Applies to contracts for work to be performed, not for the mere purchase of supplies or materials)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24

CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Hiring

17. Youth and Resident Contact

- (a) Contractor represents that it has appropriate hiring policies and screening procedures for employees who will be working with youths and public housing residents.
- (b) Contractor shall permit HA to review Contractor's hiring policies and screening procedures for employees who will be working with youths and public housing residents.
- (c) HA may terminate this agreement if (i) Contractor's performance includes working with youths and public housing residents; (ii) HA determines that Contractor's hiring policy is not appropriate; and (iii) Contractor fails to promptly modify its hiring policy.

18. Hiring Indemnity

Contractor shall indemnify HA for any failure of Contractor's hiring policies and screening procedures.

Materials and Energy Efficiency

19. Recovered Materials

- (a) In accordance with the Solid Waste Disposal Act, 42 U.S.C. § 6962, the Contractor shall procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, unless the Contractor determines that such items:
- (i) are not available in a reasonable period of time;
 - (ii) fail to meet reasonable performance standards;
 - or
 - (iii) are only available at an unreasonable price.
- (b) This provision applies to items purchased under this contract where:

- (i) the Contractor purchases in excess of \$10,000 of the item under this contract; or
- (ii) during the preceding Federal fiscal year, the Contractor: (1) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (2) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

20. Energy Efficiency

Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the energy conservation plan issued by the State of Connecticut in compliance with the Energy Policy and Conservation Act.

Conflicts of Interest

21. Family Conflicts

- (a) Contractor represents that it has disclosed to HA any immediate family member (parent, parent-in-law, spouse, child, brother, sister, brother-in law, sister-in-law, or stepparent) of any of its employees, agents, or subcontractors, who is employed by HA.

Miscellaneous

22. Communications

- (a) Both parties agree to write all notices, including demands, requests, instructions, approvals, proposals, and claims.
- (b) HA will deliver all notices to Contractor by delivering them to Contractor's registered business address; sending them via email or other electronic transmission to Contractor's contact electronic address or by mailing them in sealed, postage-paid envelopes, addressed to Contractor's registered mailing address.
- (c) Contractor may specify a different address for notices by delivering an address change notice to HA.
- (d) Contractor will deliver all notices to HA by delivering them to Contracting Officer at HA's main office; sending them via email or other electronic transmission to bids@hartfordhousing.org and to the Contracting Officer's email address or by mailing them in sealed, postage-paid envelopes, addressed to Contracting Officer at HA's main office.
- (e) HA may specify a different address for notices by delivering an address change notice to Contractor.

23. Licenses

Contractor and all subcontractors shall hold, at all times, all licenses required by the State of Connecticut and the City of Hartford, if any.

24. Sales Tax

HA shall provide Contractor the necessary tax-exempt information when required.

25. Entire Agreement

- (a) This contract constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this contract. All prior and contemporaneous negotiations and agreements between the parties on matters contain in this contract are expressly merged into and superseded by this contract. The provisions of this contract may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings.
- (b) In entering into this contract, neither party has relied upon any statement, representation, or agreement of the other party, except for those expressly contained in this contract.

26. Choice of Law

- (a) The laws of the State of Connecticut, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to the contract, including its validity, interpretation, construction, performance, and enforcement.

27. Forum & Venue

- (a) Any party bringing a legal action or proceeding against any other party arising out of or relating to this contract may bring the legal action or proceeding in the United States District Court for the District of Connecticut or in any court of the State of Connecticut sitting in Hartford.
- (b) Each party waives, to the fullest extent permitted by law:
 - (i) any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this contract brought in the United States District Court for the District of Connecticut or in any court of the State of Connecticut sitting in Hartford; and
 - (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.
- (c) For the purposes of all legal actions and proceedings arising out of or relating to this contract, each party to this contract submits to the nonexclusive jurisdiction of any court of:
 - (i) the United States District Court for the District of Connecticut and its appellate courts; and
 - (ii) the State of Connecticut sitting in Hartford and its appellate courts.

28. HACH Policies - Fraud, Ethics and Conflicts of Interest

The HACH Fraud Policy and the HACH Ethics and Conflicts of Interest Policy are hereby incorporated into this Contract. Contractor shall comply with their provisions as applicable. Copies of the policies are available upon request.