



REQUEST FOR PROPOSALS CONGREGATE HOUSING - MEAL SERVICES



Documents Issued By:
Manchester Housing Authority
24 Bluefield Drive
Manchester, Ct. 06040
Contact Joseph D'Ascoli
Phone: 860-643-2163 ext. 101

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REQUEST FOR PROPOSALS

The Housing Authority of the Town of Manchester CT (“MHA”) is Requesting Proposals from qualified companies to provide **Meal Services**.

Proposal submission documents may be obtained from the Procurement Department at MHA’s Administrative Office, which is located at 24 Bluefield Drive, Manchester, CT. 06040 or by visiting the website at www.manchesterha.org or by calling 860-643-2163, **beginning Monday July 1, 2025**. Office hours are from 8:00 a.m. to 4:00 p.m. Monday through Friday.

Proposals will be accepted until 2:00 p.m. Friday, August 1, 2025, at 24 Bluefield Drive, Manchester, CT. 06040. Any proposals received after 2:00 p.m. on Friday, August 1, 2025, will be rejected.

MHA RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS OR TO WAIVE ANY INFORMALITY IN THE BIDDING. THE HOUSING AUTHORITY OF THE TOWN OF MANCHESTER, CT. WILL NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, RELIGION, SEX, DISABILITY, FAMILIAL STATUS, OR AGE. EQUAL HOUSING OPPORTUNITY.

I. INTRODUCTION

The Housing Authority of the Town of Manchester, CT. ("MHA") hereby invites qualified and experienced companies to submit proposals for **Meal Services** as described in the scope of services that follows.

The Manchester Housing Authority is a body, politic and corporate, organized under the laws of the State of Connecticut and is a political subdivision of the State of Connecticut. MHA owns and manages over 450 affordable housing units".

The Housing Authority intends to enter into a **3-year contract** with an option to extend the contract for **two additional 1-year terms**.

II. PROPOSAL SUBMISSION PROCEDURES

Proposals must be submitted no later than **2:00 p.m. E.S.T., Friday, August 1, 2025**.

Any Proposal received after the specified date and time will not be considered. All Proposals must be in the specified office of MHA on or before the above specified date and time. If you choose to mail your Proposal, it must arrive by the specified date and time, regardless of the postmark date.

A. Information Required in the Proposal

In evaluating a company for Meal Services, it is important for the following information relevant to the company be provided. Additional information not listed may be included.

1. Name of company, address, and contact information.
2. Background and history including whether or not provider is a subsidiary or affiliate of another company.
3. References from at least five current commercial clients.

The submission package must be received by the Manchester Housing Authority no later than **2:00 p.m. E.S.T., Friday, August 1, 2025**, at the following location:

Manchester Housing Authority
Executive Director
Attention: Joseph D'Ascoli
24 Bluefield Drive
Manchester, CT. 06040

B. Request for Information

Proposers desiring any explanation or further information regarding the solicitation must submit an email request no later than **2:00 p.m. E.S.T. on Wednesday, July 9, 2025**. The request must be submitted to **Joseph D'Ascoli** at the following e-mail address: **josephd@manchesterha.org**. Any clarification and or information will be furnished promptly as a written addendum to the RFP by Friday, July 18, 2025.

C. Evaluation Process

A selection committee composed of MHA staff will review proposals in accordance with this RFP and will select the firm most advantageous and supportive of the agency's needs. The firm must demonstrate it will create a successful, proactive and strategic business relationship with MHA. The selection committee may at its discretion request interviews with proposers to discuss specific aspects of their proposal.

D. Anticipated Schedule of Events

The anticipated schedule for the RFP and Contract approval is as follows:

| EVENT | DATE |
|--|--------------------------|
| RFP available for distribution | July 1, 2025 |
| On-Site Visit to the Kitchen and Dining Room | July 7, 2025 @ 9:00 AM |
| Deadline for receipt of written questions | July 9, 2025 @ 2:00 PM |
| Response to written questions | July 18, 2025 |
| Proposal Due Date | August 1, 2025 @ 2:00 PM |
| Estimated Contract Award Date | September 17, 2025 |
| Contract Start Date | January 1, 2026 |

The Manchester Housing Authority reserves the right at its sole discretion to amend any or all of the dates associated with the anticipated schedule of events.

Westhill Gardens Congregate Housing is a state funded community living facility for frail elders 62+ that features 24 hours 7 days per week on-site attendants, a daily hot meal at noon, laundry facilities, and social activities

SECTION III - SCOPE OF SERVICES

A. Contractor shall furnish all labor, tools, equipment, materials, supplies, and transportation necessary to perform Meal Services for MHA site as assigned.

The scope of services shall include, but may not be limited to, the following:

**MANCHESTER HOUSING AUTHORITY
RFP SPECIFICATIONS FOR MEAL SERVICES
10 ADA LANE CONGREGATE FACILITY**

The meals are served in a sit-down service and are to be provided as follows;

The Congregate Facility has one meal prepared per day per resident (the main meal) 365 days a year and 1 additional meal to 1st shift personal (current occupancy rate).

The main meal of the day is to be served at 12:00 noon daily in the main dining room of each facility.

No employee assistance is provided to the contractor in serving and /or preparing meals.

Menus must be at least five-week cycles (variations for seasonal items);

- Draft menus must be available for review by the Food Committee.
- The dietary needs of the elderly, many of whom are diabetic and/or on salt restriction, are to be taken into consideration when planning the menus
- The 12:00 noon meal at the congregate is to include rolls, soup of the day and salad, one entrée, vegetable, rice/pasta/potato, dessert, tea /coffee /milk /juice
- The 12:00 noon meal will include an alternate entree,

Amenities as follows:

At least one monthly special event menu;

A birthday cake provided as a dessert once a month and one quarterly special event outside the main meal (ex. steak / crab cake dinner.

The contractor is to hire all cooking and waiting staff necessary for the operation in compliance with state and federal requirements.,

The contractor's staff will be responsible for:

1. cleaning the food service counters, the areas in the rear of the service counters, the kitchen areas (including kitchen floor, fixtures, equipment and appliances);
2. cleaning food and drink spillage in the dining areas;

3. Sanitize the tables, chairs and sweep of the floors in the dining areas;;
4. cleaning and maintaining in good condition suitable and appropriate uniforms and hair nets for all of its employees.
5. performing daily and weekly cleaning of solid food separator and strainer associated with the automatic grease recover unit;
6. the contractor's staff will be required to be trained on how to perform the Heimlich maneuver [Safe Service],

The Contractor will provide adequate insurance, including Workers Compensation, as required below and will name Housing Authority of the Town of Manchester and the Ada Lane Congregate facility as additional insured,

Commercial general liability, including products liability with limits of \$2,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage; umbrella liability with limits of \$4,000,000;

Workers Compensation providing statutory limits.

The Contractor shall have an authorized representative available to meet with the Food Committee or other group designated by the Manchester Housing Authority,

The Contractor is responsible for provision of all food and other supplies necessary to comply with the menu and standards required — including, but not limited to: paper goods for "delivered meals", napkins, placemats, uniforms, towels and aprons for staff, etc.,

The Contractor will be responsible for operating the dining services program in accordance with all funding requirements, applicable health codes and laws and work directly with the staff of the Ada Lane Congregate facility to ensure compliance with the requirements the Authority must meet and the satisfaction of the residents.

The Ada Lane Congregate facility will make available space for the Chef, as well as a telephone and access to a copier. Office supplies and computers are the responsibility of the vendor.

Kitchen equipment and the repair of said equipment as well as the provision for dishes and other service ware and cooking utensils shall be the responsibility of the Manchester Housing Authority/ Ada Lane Congregate facility unless otherwise proven that liability was on behalf of the Contractor.

In the event of a inclement weather (weather emergency and etc.) the Contractor is still responsible to have staff come in to prepare the daily meal. Currently, if inclement weather is predicted the Contractor can preplanned the meal(s) to be served without involving cooking staff.

SECTION IV - MHA LOCATION

10 Ada Lane
Manchester, CT. 06040

SECTION V - PRICING**MEAL SERVICE PRICING**

| Description | 1 st Year | 2 nd Year | 3 rd Year |
|--------------|---------------------------|---------------------------|---------------------------|
| Meal Service | \$_____ per month/year | \$_____ per month/year | \$_____ per month/year |

MEAL SERVICE PRICING

| Description | 4 th Year | 5 th Year |
|--------------|--------------------------------|---------------------------|
| Meal Service | \$_____ per month/year . | \$_____ per month/year |

Proposal Evaluations:

All proposals will be evaluated.

Interested firms/parties shall submit, a comprehensive cost proposal demonstrating an understanding of food service preparation and administration.

- Sample menus and schedules, evidence of the firm's ability to perform the work.
- Evidence that the firm is properly registered or licensed to perform the work in Connecticut.
- Profiles of the firm's principals, staff, and facilities; and
- A certified statement that the firm or members of the firm are not disbarred, suspended or otherwise prohibited from professional practices by any Federal, State or local agency.

References and information on company policies including but not "limited "to

1. Employment eligibility verifications.
2. Background checks.
3. Employee qualifications, training, safety, and certification.

As requirements of the proposal, all contractors must provide evidence of the ability to post a performance bond and provide proof of insurance,

Each proposer should provide a clear narrative of the approach to providing food services at the properties and what would differentiate their service from others.

Potential proposers are welcome to visit the facility and inspect the kitchen and dining room on July 7, 2025, at 9:00 am. in addition, they may call the Manchester Housing Authority Executive Director, Joseph D'Ascoli, at 860-643-2163 Ext 101, for any clarification needed on the specifications.

In evaluating the firms, the following criteria and related importance (weight) will be applied:

- a) Specialized experience, including technical competence, in the type of work required, pricing. (35 points)
- b) Professional qualifications (including policies) and capacity to perform the required services (35 points)

- c) Past performance on contracts with government agencies and private industry in terms of cost control, references, quality work, and compliance with schedules and health and safety. (30 points)

Proposals shall be accepted until 2:00 p.m. on August 1, 2025, and shall be addressed to

Executive Director

Attn: Food Services Proposal

Housing Authority of the Town of Manchester,

24 Bluefield Drive

Manchester, CT 06040.

The Housing Authority of the Town of Manchester reserves the right to waive irregularities and reject any and all proposals.

The Housing Authority of the Town of Manchester is an equal opportunity employer.

SECTION VII - GENERAL CONDITIONS OF THE RFP

A. General Conditions

1. MHA reserves the right to accept or reject any and all Proposals submitted, either in whole or in part, with or without cause; to waive any informalities of any Proposal; to cancel this RFP; and, to make the award in the interest of MHA.
2. MHA reserves the right to request additional information, if needed, from prospective contractors.
3. In the event that it becomes necessary for MHA to revise any part of this RFP, revisions will be provided to all prospective contractors who picked up or were delivered the initial RFP, providing a name, address, telephone number, fax number, and e-mail address have been provided to MHA.
4. All Proposals submitted in response to this RFP will be considered public information and may be made available to the general public (including news media) unless confidential and / or proprietary information is submitted under separate cover and is clearly designated as such.
5. The Proposer shall provide a presentation if requested to do so by MHA.
6. The Proposer affirms that he/she is of lawful age and that no other person, firm, partnership, or corporation has any interest in this submittal or in the contract proposed to be entered into.
7. The Proposer affirms that its Proposal is made without any understanding, agreement or connection with any other person, firm, partnership, or corporation making a submittal for the same purpose, and is in all respects fair and without collusion or fraud.
8. ***One or more contracts for services may be awarded under this RFP.***
9. The Proposer has carefully read the provisions, terms, and conditions of the proposal document and does hereby agree to be bound thereby.
10. MHA retains the right to negotiate with the selected firm.
11. Additional services and/or service adjustments and locations may be added or deleted during the life of any contract awarded hereunder as mutually agreed upon in writing between MHA and proposer.
12. The Proposer must meet MHA's insurance and indemnification requirements set forth herein in the attached sample contract.

B. Acceptance of RFP and Contract Terms

Proposer's submission of a proposal in response to the RFP shall constitute acceptance by the Proposer of the terms and conditions of this RFP. In the event that the Proposer's proposal is accepted for contract award, the Proposer agrees to enter into a contract with MHA in a form substantially similar to the contract form appended hereto as Exhibit B.

C. Contract Award

Subject to the rights reserved in this RFP, MHA will award the contract by written notice to the selected Proposer (the "Contractor"). The award of the contract is subject to the approval of MHA Board of Commissioners, and it shall be conditioned on the successful negotiation of revisions, if any, to the proposal, recommended as part of the evaluation of proposals.

D. No Warranty

Proposers are required to examine the RFP, scope of services, and instructions pertaining to the services requested. Failure to do so will be at the Proposer's own risk. It is assumed that the Proposer has made full investigation as to be fully informed as to the extent and character of the services requested. No warranty or representation is made or implied as to the information contained in this RFP.

E. Expense of RFP Submission

All expenses incurred in the preparation and submission of the proposals to MHA in response to this RFP shall be borne by the Proposer.

EXHIBITS

EXHIBIT A

**EXHIBIT A
BUSINESS REFERENCES**

PLEASE PROVIDE ON A SEPARATE SHEET OF PAPER LABELED ATTACHMENT B, FIVE (5) CLIENT REFERENCES. INFORMATION SHOULD INCLUDE:

Customer Name

Address Contact Person

Phone Number Email

Address

A brief description of the role the consultant played in the engagement(s) for this client and the current implementation status of such project(s).

EXHIBIT A
NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ of _____, the
Vendor that has submitted the attached Proposal:

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and not collusive or sham; that said vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and has not, in communications or conference, with any person, agreed to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Manchester Housing Authority or any person interested in the proposed contract; and that all statements in said proposal of bid are true; and;

(4) Any professional fees arrived at during negotiations must be fair and proper and are not to be tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Professional or any of its agents, representatives, owners, employees or parties in interest, including this affidavit.

(Signed) _____

Title

Sworn to and subscribed before me on this day of _____, 20____

Notary Public

My Commission Expires: _____

PROFILE OF FIRM FORM

(1) Name of Firm: _____

(2) Contact Person: _____

(3) Address: _____

(4) City, State, Zip: _____

(5) Telephone: _____

(6) Fax: Email: _____

(7) Please include the following information:

a. Tax ID Number; _____

b. Year firm established; _____

c. Year firm established; _____

d. Former name of firm and year established (if applicable); _____

e. Name of parent company and date of acquisition (if applicable); _____

(8) Identify Principals/Partners in firm:

| NAME | TITLE | % OF OWNERSHIP |
|------|-------|----------------|
| | | |
| | | |
| | | |

(9) Identify the individuals that will act as project manager and any other supervisory personnel that will work on project:

| NAME | TITLE |
|------|-------|
| | |
| | |

(10) Debarred Statement: *Has this firm, or any of its principal(s), ever been debarred from providing any services to the Federal Government (including, but not limited to HUD), any state government, the State of Connecticut, or any local government agency within or without the State of Connecticut?*

Yes _____ No _____

(If yes, please attach a full detailed explanation, including dates, circumstances and current status.)

Signature_____
Printed Name_____
Company_____
Date

EXHIBIT B

**AGREEMENT
BY AND BETWEEN
MANCHESTER HOUSING AUTHORITY
AND**

WHEREAS, Manchester Housing Authority (MHA) is a municipal housing authority organized under the laws of the State of Connecticut to provide public and assisted housing services to citizens of Manchester, Connecticut.; and

WHEREAS, the MHA issued a Request for Proposal (RFP) providing specifications for provision of meal services at 10 Ada Lane Congregate Facility (the "Congregate Facility"); and

WHEREAS, [REDACTED] responded to the RFP with a proposal to provide meal services (also referred to as food services); and

WHEREAS, MHA and [REDACTED] now wish to enter into this agreement on this [REDACTED] day of [REDACTED] 20[REDACTED];

NOW THEREFORE, MHA and [REDACTED] agree as follows:

1. **Performance:** [REDACTED] shall perform and provide all food services as required under the RFP, a copy of which is attached here to and incorporated by reference, and as specified by [REDACTED] in the [REDACTED] Proposal, a copy of which is attached hereto and incorporated herein by reference.
2. **Consideration:** For the term of this Agreement, MHA shall compensate [REDACTED] \$ [REDACTED] per person per meal, one meal per person per day as specified in the [REDACTED] Proposal. The annual estimated payment by MHA to [REDACTED] shall be \$ [REDACTED] to be paid on a monthly basis in arrears.
3. **Term:** This Agreement shall remain in effect for three (3) years, beginning January 1, 2026, and ending at midnight, December 31, 2028, unless terminated earlier.

4. Termination:

- a. MHA may terminate this Agreement in the event of [REDACTED] failure to perform its obligation under this Agreement; provided that MHA shall give notice to [REDACTED] and reasonable opportunity to cure any defective performance.
- b. [REDACTED] may terminate this Agreement in the event of MHA's failure to make payments to [REDACTED] pursuant to this Agreement; provided that [REDACTED] has at all times prior to any non-payment by MHA performed all of its obligations to provide meals as specified herein.
- c. If MHA terminates this Agreement, MHA will be entitled to obtain meal services from another entity to provide the meals that [REDACTED] proposed to provide under this Agreement, and [REDACTED] shall be liable to MHA for all the difference in costs and expenses incurred by MHA in obtaining alternative food service for the remaining portion of the Term of this Agreement. In such event, [REDACTED] shall, as soon as possible but no later than thirty (30) days after the date of termination, remove its personnel and equipment from MHA facilities, and return the Premises and Equipment to the MHA in the same condition as when originally made available to [REDACTED], excepting reasonable wear and tear, and if applicable, fire and other casualty loss.
- d. If [REDACTED] terminates this Agreement pursuant to 4.b., [REDACTED] shall be entitled to recover all sums due owing to [REDACTED] from the MHA as of the date of termination and, in addition, [REDACTED] may recover, as liquidated damages, an amount equivalent to two (2) months of the monthly installments as specified in the [REDACTED] Proposal. The parties agree that [REDACTED] damages in the event of such breach by MHA would be difficult to quantify and that such liquidated damages represents a fair approximation of such damages, and that such liquidated damages would not serve as a penalty against the MHA for such breach.
- e. Unless agreed otherwise in writing, upon expiration of this Agreement, [REDACTED] shall as soon as possible, but no later than thirty (30) days after the date of expiration, remove its personnel and equipment from the MHA facilities, and return the Premises and Equipment to the MHA in the same condition as when originally made available to [REDACTED], excepting reasonable wear and tear, and if applicable, fire and other casualty loss.

- f. The termination or expiration of this Agreement shall not affect the rights, privileges, liabilities and/or responsibilities of the Parties as they exist as of the effective date of termination.

5. Force Majeure: In the event that funding for the MHA's provision of meals to congregate housing residents is terminated by government action or inaction, or other circumstances outside the control of MHA bar its ability to perform its obligations under this Agreement, MHA shall be relieved of its obligations hereunder. Similarly, in the event that circumstances outside the control of [REDACTED] make it impossible to perform its obligations hereunder (such as catastrophic weather condition, or shut down or destruction of the facilities where meal services are to be performed), [REDACTED] shall be temporarily or permanently relieved of its obligations hereunder, provided that [REDACTED] shall not be relieved of its obligations pursuant to this provision in the event that it created or substantially contributed to a shutdown of the building or destruction of the facility.

6. [REDACTED] Additional Responsibilities: These responsibilities are in addition to those described.

- a. All food and supplies furnished by [REDACTED] pursuant to this Agreement must be of good quality.
- b. [REDACTED] shall hire all employees necessary for the performance of this Agreement. Background checks shall be conducted on all members of the staff working at the Congregate facility. Upon being hired, such employees shall be subject to such health examination as Federal, State and local authority may require in connection with their employment. All persons employed by [REDACTED] shall be the employee dishonesty insurance. [REDACTED] shall exclusively control the hiring, firing, supervision, and discipline of its employees.
- c. [REDACTED] agrees that the Facilities, Services and the food prepared by [REDACTED] shall at all times be subject to inspection by authorized, capable person or persons designated by the MHA.
- d. All records pertaining to work performed in accordance with this Agreement shall be kept on file by [REDACTED] for a period as required by law from the date the record is made. [REDACTED] shall, upon reasonable notice, give the MHA or its authorized representative the opportunity at a reasonable time during normal business hours to inspect, examine, audit and copy of [REDACTED] business records which are directly relevant to the financial arrangements set forth. The cost of such inspections, examination and audit will be at the sole expense of the MHA and

such inspection, examination and audit shall be conducted at [REDACTED] location(s) where said records are normally maintained.

- e. [REDACTED] agrees that its employees and agents shall comply with all applicable rules and regulations concerning conduct at the Congregate Facility that the MHA imposes upon the MHA's tenants, employees and agents.
- f. All premises and equipment the MHA permits [REDACTED] to use pursuant to this Agreement must be used by [REDACTED] with reasonable care. All equipment furnished by the MHA to [REDACTED] pursuant to this Agreement is the sole property of MHA and [REDACTED] agrees not to change, deface, or remove any symbol or mark identity upon said equipment or items of equipment furnished by MHA.
- g. [REDACTED] shall be responsible for providing all required office supplies for the office furnished by MHA.

7. The MHA's Additional Responsibilities. These responsibilities are in addition to those described.

- a. The MHA shall, without cost to [REDACTED], provide [REDACTED] with all utilities reasonable and necessary for the efficient performance of this Agreement by [REDACTED] including but not limited to heat, hot and cold water, steam, gas, lights, and electric current, and sewage services.

8. Meal Services:

Meal or Food Services shall be governed by the terms.

9. Financial Arrangements.

- a. The financial arrangements of this Agreement are set forth. The financial terms have been negotiated between the Parties upon the condition that [REDACTED] will operate its Food Service program as specified hereunder. If the MHA desires [REDACTED] to operate its Food Service Program for additional meals and/or hours, the MHA and [REDACTED] shall mutually agree on the appropriate financial arrangements for the additions to the Food Service Program and/or additional hours.

- b. Payment will be invoice submitted monthly with payments due within fifteen (15) days from the date of invoice. A principal of [REDACTED] shall affirm under penalty of perjury that the invoice accurately reflects the number of meals served in the period covered by the invoice and that the meals were served exclusively to those eligible participants. Provided that [REDACTED] submits timely, correct, and complete invoices to the MHA, the MHA shall pay a late fee of thirty five (\$35.00) dollars for every payment received past the 10th of each month. All payment shall be made payable to [REDACTED]. Pon termination of this Agreement, all outstanding amounts shall immediately become due and payable.

10. Indemnification.

- a. [REDACTED] shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the MHA, its commissioners, employees, agents, and representatives thereof from suits, actions or claims of any kind, including attorney fees, brought by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by [REDACTED] or its employees, or from any claims or amounts arising from the violation of any law, bylaw, ordinance, regulation or decree.
- b. Updated certificates of insurance for such coverage as [REDACTED] is required to maintain hereunder and naming the MHA and the Congregate facility as additional insured will be furnished to MHA not less than ten (10) days prior to the applicable renewal date for such insurance.

11. Taxes and Assessments:

- a. [REDACTED] shall pay when due all federal, state, local and other governmental taxes or assessments in connection with the operation and performance of the Services, with the exception of sales tax.
- b. The MHA shall pay when due all federal, state, local and other governmental use and property taxes or assessments arising in connection with the Premises, facilities, equipment, offices and utilities. [REDACTED] shall pay when due all licenses and permit fees in connection with the Food Service program. The MHA shall reimburse [REDACTED] for all licenses and permit fees paid in connection with the Food Service Program, provided that [REDACTED] provides satisfactory documentation that the fee has been paid and incurred in connection herewith.

12. Independent Contractor Relationship. It is mutually understood and agreed that [REDACTED] is an independent contractor and shall not be considered an employee of the MHA.

13. Employees: It is mutually understood and agreed that employees of [REDACTED] are not nor shall they be deemed to be employees of the MHA and that employees of the MHA are not nor shall they be deemed to be employees of [REDACTED].

14. Dispute:

- a. If a dispute arising from and/or related to the contract arises, a party shall give written notice to the other party of the nature of the dispute.
- b. The parties shall meet, confer, and attempt to resolve the dispute. They may request mediation before a neutral mediator.
- c. In the event that the parties cannot resolve the dispute, the party that filed notice of a dispute may file a claim for arbitration under the American Arbitration Association ("AAA") pursuant to its rules applicable to commercial disputes.
- d. The prevailing party in such dispute shall recover its reasonable attorney's fees and costs, in addition to any other relief ordered through arbitration.
- e. An arbitration award may be confirmed by the Connecticut Superior Court.

15. Assignment: Neither [REDACTED] nor the MHA may assign or transfer this Agreement, or any part thereof, without the written consent of the other Party.

16. Entire Agreement and Waiver: This Agreement, which constitute the entire Agreement between the Parties with respect to the provision of the Services by [REDACTED] hereunder and supersedes all other written or oral understandings or agreements between the Parties with respect to the provision of the Food Service Program at the Congregate facility. No variation or modification of this Agreement and no waiver of their provisions shall be valid unless in writing and signed by duly authorized officers of [REDACTED] and the MHA.

17. Severability. Each term and condition, article, paragraph and subparagraph of this Agreement and any portion thereof, will be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to or in conflict with any applicable present or

future law, rule or regulation a final ruling issued by any court, agency or tribunal with valid jurisdiction, that ruling will not impair the operation of or have any other effect upon, any other portions of this Agreement; all of which will remain binding on the Parties and continue to be given full force and effect.

18. Notice. Any notice or communication required or permitted to be given hereunder shall be in writing and delivered personally, by overnight courier, by facsimile or by the United States certified mail, postage prepaid with return receipt requested, addressed to the Parties as follows or to such other persons or places as either of the Parties may hereafter designate in writing. Such notice shall be effective when received or on the date of personal or courier delivery or on the day of deposit in the United States mail as provided above, whichever is earlier. Rejection or other refusal to accept such notice shall not affect the validity or effectiveness of the notice given.

To the MHA:

The Manchester Housing Authority
 Attention: Executive Director
 24 Bluefield Drive
 Manchester, CT. 06040
 Facsimile: (860) 643-2999



19. Governing Law: This Agreement shall be governed by the law of the State of Connecticut.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals of the day and year first above written.

THE MANCHESTER HOUSING AUTHORITY



By: _____

By: _____

Date _____ 20

Date _____ 20