

# **Request for Proposals**

## **Meal Program Services in Vancouver, B.C.**



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**RFP Issue Date:** December 2<sup>nd</sup>, 2014

**Deadline for Questions:** 4:00 p.m. December 22<sup>nd</sup>, 2014

**Submission Deadline:** 4:00 p.m. January 11<sup>th</sup>, 2015

**Submissions to:** Niki Antonopoulou at [niki\\_antonopoulou@atira.bc.ca](mailto:niki_antonopoulou@atira.bc.ca)

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## PART 1 – INTRODUCTION

### 1.1 Invitation to Proponents

This Request for Proposals (RFP) is an invitation by Atira Women's Resource Society to Non-Profit and For-Profit organizations ("Proponent") to submit proposals for the provision of **Meal Program Services**, as further described in Part 2 – The Deliverables (the "Deliverables").

For the purposes of this RFP process, the **contact will be Niki Antonopoulou, Executive Director, Operations, Atira Woman's Resource Society.**

### 1.2 Introduction

Atira Women's Resource Society (AWRS) together with its sub contractor are managing a number of Single Room Occupancy Hotels in the Downtown Eastside and Downtown Vancouver. In all its programs and activities AWRS is accountable to its tenants, the community and its funders.

### 1.3 Agreement and Term

The selected Proponent will be requested to enter into negotiations for an Agreement with AWRS for the provision of the Deliverables. It is our intention to enter into an Agreement with only one (1) legal entity. The term of the Agreement is to be for a period of one (1) year, with a three-year option for renewal.

### 1.4 Material Disclosures – Items and/or Conditions Required upon Notification of Award

#### 1.4.1 Business Continuity Plan

The selected Proponent will be required to provide their Business Continuity Plan to AWRS within thirty (30) days of Program commencement. This plan will be negotiated and shall not be evaluated as part of the RFP. The Proponent shall not be required to submit this plan as part of its proposal, but should be aware of the requirement.

#### 1.4.2 Commercial General Liability Insurance

The selected Proponent shall, without limiting its obligation or liabilities and at its own expense, purchase and maintain Commercial General Liability insurance to an amount of at least \$2,000,000 inclusive for any one occurrence through the term of the Agreement.

#### 1.4.3 Workers Compensation Coverage

The Proponent will obtain and maintain, or cause to be obtained and maintained, workers compensation coverage in respect of all workers, employees, and other persons engaged in any work in or upon the property required by the *Workers Compensation Act*.

## PART 2 – THE DELIVERABLES

### 2.1 Overview

AWRS is committed to enhancing the living standards of its tenants. As part of this commitment, a meal service program will be provided 365 days per year to tenants that reside in the buildings, the building list attached as Appendix A.

The selected Proponent will establish and maintain an effective partnership with AWRS with the objective of providing quality and nutritious meals in an effective and proactive manner. The meals provided will be determined in advance according to a specific rotating menu as designed by the selected Proponent under the guidance of a registered Dietician or a qualified Food and Nutrition Manager.

Meals will be prepared on the selected Proponent's site and then delivered directly to each site. AWRS's and its subcontractor's staff at each site will be responsible for serving the meals to the tenants. Each site will also be responsible for the safe storage of food upon delivery. The selected Proponent will be responsible for providing all serving supplies required for each meal.

Following each meal, the site staff at each site will ensure that the equipment belonging to the selected Proponent is washed and stored in a designated area for pickup by the selected Proponent the following day. AWRS and its subcontractor will be invoiced for missing or damaged equipment at its full replacement value.

### 2.2 Meal Delivery

The meal service will be provided every day of the year at a set time, mutually agreed upon and the selected Proponent. All meals must be prepared that day and delivered in a timely manner so as to be fresh and hot (as required). Delivery time should be close to the noon hour (ideally 11:00 a.m. – 1:00 p.m.). All food delivery procedures and mechanisms must meet all hygiene and health standards as related to Human Food Consumption and other meal regulations.

### 2.3 Quantity of Meals

The quantity of meals for each location is specified on Appendix A. The program manager at each site will be responsible for liaising with the selected Proponent each week to request any special dietary exceptions (for example: diabetic, low fat, food allergies, vegetarian, etc.).

### 2.4 Per Meal Budget

All Proponents must propose a per meal budget that includes all food costs, staffing costs, program expenses and delivery costs.

## 2.5 Locations

See Appendix A.

## 2.6 Meal Program Service Standards

Minimum standards for this service are as set out below:

### 2.6.1 Menus

- Menus must be planned to ensure all meals meet Canada's Food Guide, as published by the Government of Canada. Menu plans must be reviewed and approved by a registered Dietician, or a qualified Food and Nutrition Manager. Menus must be prepared in advance and provided to the program manager at each site.
- Meal services must include a variety of tasty nutritional foods, must be safe, palatable, nutritious and appealing and food must be in sufficient quantity to meet the nutrition needs of each tenant.
- Menus must have a minimum four week cycle.
- Menus must be planned as far in advance as is reasonably practical to recognize tenants' food preferences, religious practices, and ethnic and cultural customs.
- Menus must recognize needs for special and/or modified diets (for example: diabetic, low fat, food allergies, vegetarian, etc.).
- Menus will offer variety, seasonal variation,
- Any menu substitutions must be from within the same food group and provide similar nutrient value.
- Menus for the preceding three (3) months must be kept on file by the selected Proponent, and made available to AWRS upon request.
- Tenants will be encouraged to make menu suggestions through the site staff.

### 2.6.2 Food Handling, Preparation and Storage

- Food handling, preparation, and storage must be in accordance with the Food Premises Regulation of the Health Act (or successor legislation). Preparation of meals must meet all Environmental Health regulations.
- Written non-contamination procedures must be in place, clearly communicated to staff, and implementation monitored to ensure:
  - All food products are handled properly through storage, preparation, and delivery;
  - All food preparation areas, equipment and utensils are properly cleaned, and kitchen waste is stored and disposed of in an appropriate manner; and
  - Proper use and storage of cleaning materials and chemicals in accordance with manufacturers' specifications, where applicable.
  - All food processing and cooking facilities are inspected and pass certification on a regular basis by the appropriate health inspection entity within the selected Providers jurisdiction.

### 2.6.3 Staff Requirements

- Employees must be trained in food handling with the selected Provider (or designate in their absence) who must hold a certificate of completion of the food handler training program known as “FOODSAFE” or its equivalent. All employees preparing food must hold a FOODSAFE (Level 2) certificate. More details regarding this program can be found at: <http://www.foodsafe.ca/>.
- All employees must be prohibited from working in food handling if they have open wounds or lesions (*unless* wearing proper protective equipment), or if otherwise legally prohibited from working with food.
- Employees are recommended to have proof of immunization (i.e.: Hepatitis A & B, MMR) on file.
- All employees are recommended to wear appropriate PPE (Proper Protective Equipment-i.e. gloves) at all times.

### 2.7 Contact Person

The selected Proponent will assign a specific person to act as liaison with AWRS. The program manager at each site will be the contact for the select Proponent responsible for the meals requested.

### 2.8 Invoicing

The selected Proponent will submit a monthly invoice to AWRS and its sub contractor. The invoice will include a breakdown per site of the number of meals delivered each week. Atira and its subcontractor will provide full payment within thirty (30) days of receipt of each monthly invoice.

### 2.9 Special Events

Meals for special events, such as holiday style meals, will be negotiated with the selected Proponent on an as required basis.

### 2.10 Reporting Requirements

The selected Proponent will submit a brief (not more than 10 pages) annual report on current program challenges, issues and successes.

### 2.11 Responsibilities of AWRS

AWRS will be responsible for:

- Monitoring the provision of the meal services to ensure that they are provided in a proper and timely manner and that they do not interfere with the normal day-to-day operations of the sites.
- Conducting tenant Satisfaction Surveys. The surveys will be conducted using a scale system with regard to the quality of the meal service and the level of customer satisfaction. The first tenant Satisfaction Survey will be conducted after the first three (3) months of the Meal Services, and annually thereafter.



- Conducting meal program evaluations that measure outcomes, outputs and service quality, incorporating the results of the tenant Satisfaction Survey, and reporting these back to the selected Provider annually.
- Working with the selected Proponent to mutually resolve in a timely manner any issues with tenants and site staff or others.
- Providing space for meal delivery and safe storage at each site.
- Assigning a person to act as liaison with the selected Proponent.

## PART 3 – REQUIREMENTS AND EVALUATION OF PROPOSALS

### 3.1 Timetable and Submission Instructions

#### 3.1.1 Timetable

The RFP Timetable is tentatively only and may be changed by AWRS at any time.

Issue Date of RFP: December 2<sup>nd</sup>, 2014

Deadline for Questions 4pm on December 22<sup>nd</sup>, 2014

Submission Deadline: 4pm on January 11<sup>th</sup>, 2015

#### 3.1.2 Proposals Must Be Submitted on Time at Prescribed Location

Proposals must be received on or before the submission deadline. Onus and responsibility rests solely with the Proponent to deliver its proposal as indicated in the RFP. AWRS does not accept any responsibility for submissions delivered to any other location by the Proponent or its delivery agents. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

Proposals are to be submitted by email to [niki\\_antonopoulou@atira.bc.ca](mailto:niki_antonopoulou@atira.bc.ca)

#### 3.1.3 Proposals Must Be Submitted In Prescribed Manner

All responses must be properly signed and dated.

#### 3.1.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by the same method as prescribed for submission of proposals. Any amendment should clearly indicate which part of the proposal the amendment is intended to replace.

#### 3.1.5 Withdrawing Proposals

At any time throughout the RFP process, a Proponent may withdraw a submitted proposal. A notice of withdrawal must be sent to [niki\\_antonopoulou@atira.bc.ca](mailto:niki_antonopoulou@atira.bc.ca) and must be signed by an authorized representative. AWRS is under no obligation to return withdrawn proposals.

### 3.2 Stages of Proposal Evaluation

AWRS will conduct the evaluation of proposals in the following stages:

### 3.2.1 Stage I – Mandatory Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals which do not comply with all of the mandatory requirements will, subject to the express and implied rights of AWRS, be disqualified and not evaluated further.

Each proposal must include an introduction letter that is signed by an authorized representative of the Proponent.

### 3.2.2 Stage II – Evaluation of Rated Criteria/Interview

Stage II will consist of scoring by evaluation committee of each qualified proposal on the basis of the rated criteria. At the conclusion of Stage II a competitive range may be determined and interviews conducted with Proponents within that range.

Each sub-section under each category will be scored separately then summed for the total score under that category. The scores are multiplied against the weightings for that category.

The following is an overview of the categories and weightings of the rated criteria of the RFP.

<b>Rated Criteria Category</b>	<b>Weighting</b>
Service Delivery Plan	30
Experience and Qualifications	30
Staffing	25
Financial	15
<b>Total</b>	<b>100</b>

## 3.3 Proposal Format and Requirements

In order to receive uniformly formatted submissions, Proponents are asked to respond to each section in the order shown, identify each section by title, and consecutively number all pages. Each Proponent should ensure that the information they are providing covers the specific requirement identified below for each category of the rated criteria and includes at a minimum all requested information.

### 3.3.1 Table of Contents

Include section numbers, titles and page numbers.

### 3.3.2 Introduction Letter

Attach a signed introduction letter.

### 3.3.3 Proposal Summary.

Provide a brief written summary of the key features and benefits of the Proposal. You may provide bullet points with brief descriptions.

### 3.3.4 Service Delivery Plan

Provide specific details on the proposed approach to deliver the Meal Service Program.

Details to include, but are not limited to:

- Meal preparation
- A sample menu, including options to meet possible dietary restrictions (for example: diabetic, low fat, food allergies, vegetarian, etc.).
- Delivery method
- Delivery schedule
- Customer relations
- Any social and/or sustainability aspects

### **3.3.5 Experience**

Proponents should clearly demonstrate their experience and include examples of existing programs where this experience was gained. Proposals must include at least three references. References provided shall be utilized to provide additional evidence of the Proponents' experience as it relates to the RFP requirements and their proposed plan. AWRS may contact the references to verify that the information provided is accurate and that the services provided were satisfactory.

### **3.3.6 Staffing**

Provide the overall staffing strategy and include details regarding the expected qualifications and/or experience of key staff who will be involved with the meal services program. Key staff should include, but are not limited to the Chef, registered Dietician or qualified Food and Nutrition Manager and the Executive Director or program manager who will be overseeing this program. Additional consideration will be given to Proponents who demonstrate they have a history of and will hire and support for the purposes of this contract, community residents, including tenants of the hotels in which the meals will be served.

### **3.3.7 Financial**

Provide evidence of your organization's financial health and stability along with an outline of processes, tools or methods used to ensure budget goals are tracked and met.

All Proponents must propose a per meal budget that includes all food costs, staffing costs, program expenses and delivery costs. Include a copy of your organization's most recent audited financial statements, letter of opinion and management letter.

## **PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **4.1 General Information and Instructions**

#### **4.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a proposal should reference the applicable section numbers of the RFP where that request was made.

#### ***4.1.2 AWRS's Information in RFP Only an Estimate***

AWRS makes no representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any quantities shown or data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general size of the work. It is the Proponent's responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFP.

#### ***4.1.3 Proponents Shall Bear Their Own Costs***

The Proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

### **4.2 Communication after Issuance of RFP**

#### ***4.2.1 Proponents to Review RFP***

Proponents shall promptly examine all of the documents comprising the RFP, and shall report any errors, omissions or ambiguities; and may direct questions or seek additional information by email on or before the Proponent's Deadline for Questions to the AWRS contact. All questions submitted by Proponents by email to the AWRS contact shall be deemed to be received once the email has entered into the AWRS contact's email inbox. No such communications are to be directed to anyone other than the AWRS contact. AWRS is under no obligation to provide additional information. It is the responsibility of the Proponent to seek clarification from the AWRS contact on any matter it considers to be unclear. AWRS shall not be responsible for any misunderstanding on the part of the Proponent concerning the RFP or its process.

#### ***4.2.2 All New Information to Proponents by Way of Addenda***

The RFP may be amended only by an addendum in accordance with this section. If AWRS, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all Proponents by addenda. Each addendum forms an integral part of the RFP. Such addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by AWRS. In the introduction letter Proponents should confirm their receipt of all addenda by setting out the number of each addendum.

#### ***4.2.3 Post-Deadline Addenda and Extension of Submission Date***

If any addendum is issued after the Deadline for Issuing Addenda, AWRS may at its discretion extend the Submission Date for a reasonable amount of time.

#### ***4.2.4 Verify, Clarify and Supplement***

When evaluating responses, AWRS may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's proposal. AWRS may revisit and re-evaluate the Proponent's response or ranking on the basis of any such information.

#### ***4.2.5 No Incorporation by Reference***

The entire content of the Proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the Proponent's proposal will not be considered to form part of its proposal.

#### ***4.2.6 Proposal to Be Retained by AWRS***

AWRS will not return the proposal or any accompanying documentation submitted by a Proponent.

### **4.3 Negotiations, Notification and Debriefing**

#### ***4.3.1 Selection of Top-Ranked Proponent***

The top-ranked Proponent, as established under Part 3 – Evaluation of Proposals, will receive a written invitation to enter into direct contract negotiations with AWRS.

#### ***4.3.2 Timeframe for Negotiations***

AWRS intends to conclude negotiations within thirty (30) days commencing from the date AWRS invites the top-ranked Proponent to enter negotiations. A Proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

#### ***4.3.3 Process Rules for Negotiations***

Any negotiations will be subject to the process rules contained in this Part 4 – Terms and Conditions of RFP Process and will not constitute a legally binding offer to enter into a contract on the part of AWRS or the Proponent. Negotiations may include requests by AWRS for supplementary information from the Proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by AWRS for improved pricing from the Proponent.

#### ***4.3.4 Failure to Enter Into Agreement***

Proponents should note that if the parties cannot execute a contract within the allotted thirty (30) days, AWRS may invite the next-best-ranked Proponent to enter into negotiations. In accordance with the process rules in this Part 4 – Terms and Conditions of RFP Process there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, AWRS may elect to initiate concurrent negotiations with the next-best-ranked Proponent. Once the above-noted timeframe lapses, AWRS may discontinue further negotiations with that particular Proponent. This process shall continue until a contract is formalized, until there are no more Proponents remaining that are eligible for negotiations or until AWRS elects to cancel the RFP process.

#### ***4.3.5 Notification to Other Proponents***

Other Proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Once a contract is executed between AWRS and a Proponent, the other Proponents may be notified directly in writing and

shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

#### **4.3.6 Debriefing**

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to the AWRS contact and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the RFP process.

### **4.4 Prohibited Communications and Confidential Information**

#### **4.4.1 Prohibited Proponent Communications**

The Proponent shall not engage in any Conflict of Interest communications.

#### **4.4.2 Proponent Not to Communicate with Media**

A Proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the AWRS contact.

#### **4.4.3 Confidential Information of AWRS**

All information provided by or obtained from AWRS in any form in connection with the RFP either before or after the issuance of the RFP

- is the sole property of AWRS and must be treated as confidential;
- is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Contract;
- must not be disclosed without prior written authorization from AWRS; and
- shall be returned by the Proponents to AWRS immediately upon the request of AWRS.

#### **4.4.4 Confidential Information of Proponent**

A Proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by AWRS. The confidentiality of such information will be maintained by AWRS, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to AWRS's advisers retained for the purpose of evaluating or participating in the evaluation of their proposals. If a Proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the AWRS contact.

### **4.5 RFP Non-binding**

#### **4.5.1 No Contract and No Claims**

The RFP process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall

not give rise to any “Contract A”-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the Proponent nor AWRS shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.

#### ***4.5.2 No Contract until Execution of Written Agreement***

The RFP process is intended to identify prospective vendors for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and AWRS by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

#### ***4.5.3 Non-binding Price Estimates***

While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the Proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

#### ***4.5.4 Disqualification for Misrepresentation***

AWRS may disqualify the Proponent or rescind a contract subsequently entered if the Proponent’s response contains misrepresentations or any other inaccurate, misleading or incomplete information.

#### ***4.5.5 References and Past Performance***

AWRS’s evaluation may include information provided by the Proponent’s references and may also consider the Proponent’s past performance on previous contracts with AWRS, or other institutions.

#### ***4.5.6. Inappropriate Conduct***

AWRS may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the supplier to honour its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance, as solely determined by Atira Women’s Resource Society, which constitutes a Conflict of Interest.

#### ***4.5.7 Cancellation***

AWRS may cancel or amend the RFP process without liability at any time.

## 4.6 Governing Law and Interpretation

### 4.6.1 Governing Law

The terms and conditions in this Part 4 – Terms and Conditions of RFP Process (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by and construed in accordance with the laws of the province or territory within which AWRS is located and the federal laws of Canada applicable therein.



## Appendix A

### Site Locations

Building Name	# Daily Meals
566 Powell	11
Arco Hotel	61
Carl Rooms	43
Colonial Hotel	144
Cordova Rooms	34
Dominion Hotel	64
Flint	104
Hazelwood Hotel	110 (currently under renovations will reopen in 18 months)
Hutchinson Rooms	50
London Hotel	72
Hotel Canada	150
Rice Block	38
Savoy Hotel	25
Sereena's	57
St. Helen's Hotel	84
The Marr	32
<b>Total</b>	<b>969</b>