



**REQUEST FOR PROPOSAL
CATERING SERVICES
2019 North Central Local Government Association Conference
May 7-10, 2019, Williams Lake, BC**

The City of Williams Lake and Cariboo Regional District are currently looking for formal, written quotations **from local suppliers** for the provision of catering services for a series of meals over the course of the 2019 North Central Local Government Association Conference held May 7-10, 2019 in Williams Lake, BC.

Proposals may be submitted for **any or all** of the meals required.

Description of Work

From May 7-10, 2019, Williams Lake will welcome upwards of 300 delegates to the community to attend the 2019 North Central Local Government Association (NCLGA) Conference. A range of catering services are required over the course of the four days. A majority of the conference-related events and catering services will be required on site at the Cariboo Memorial Recreation Complex, unless otherwise specified. Facilities will be provided to the successful proponent(s) at no cost, but will be subject to standard lessee requirements as noted in Section E.

All catering will take place in the Cariboo Memorial Recreation Complex arena and will need to be prepared outside the venue as there is no kitchen availability within the venue.

Key Dates

Closing Date:
Closing Time:

Monday, February 25, 2019
4:00 pm Local Time

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SECTION A: BID CONDITIONS

A1. Delivery of Submissions

All submissions must be received in a sealed envelope clearly marked “**RFP Reference No. 2019 NCLGA: 2019 NCLGA Conference Catering**”, and must be received by the City of Williams Lake office at the address below no later than the RFP closing time, by one of the following acceptable methods of delivery:

1. In person or by mail

Deliver DIRECTLY AND ONLY to the following address. The submission being delivered should be in a sealed envelope marked on the outside with the Proponent’s name, title of the project and reference number:

**Attn. Angela Cail, Procurement & Asset Management Coordinator
City of Williams Lake
450 Mart Street
Williams Lake, BC V2G 1N3**

2. Facsimile or Email Transmission

Submissions may be sent by facsimile or email, with the understanding that they will be placed in a sealed envelope after they are received.

**Fax: (250) 392-1798
Email: purchasing@williamslake.ca**

Late submissions will not be accepted or considered and will be returned unopened.

A2. Bid Registration

Not applicable.

A3. Bid Addenda

Any revision/amendments to the bid made before the competitive bid closing time and date must be in writing and submitted in a sealed envelope stating Competitive Bid Number and Title. The Bidder shall initial any revision/amendment. Bids may be withdrawn if written notice is received prior to closing time and date.

A4. Bid Inquiries

It will be the Bidder’s responsibility to clarify any details in question before submitting a Proposal.

All inquiries in relation to this request for proposals must be in writing and directed to:

**Angela Cail, Procurement & Asset Management Coordinator
Email: purchasing@williamslake.ca
Phone: 250-392-1780**

Bid clarification questions must be submitted in writing not later than 5 days prior to the close of this Request for Proposal and Addendums to the Request for Proposal may be issued if necessary. The Municipality will assume no responsibility for oral instruction or suggestion.

Addendums to the Request for Proposal will be issued if, in the City of Williams Lake's sole opinion, it is necessary to clarify or change any of the information in this Request for Proposal.

A5. Preparation of the Bid

Bidders are solely responsible for their own expenses in preparing a bid and for subsequent negotiations with the City of Williams Lake, if any.

A6. Confidentiality

Information pertaining to the City of Williams Lake obtained by the bidder as a result of participation in this Request for Proposal is confidential and must not be disclosed without written authorization from the City of Williams Lake.

A7. Freedom of Information

All Competitive Bids submitted become property of the City of Williams Lake. Proponents should be aware that the Municipality is a public body defined by, and subject to, the British Columbia *Freedom of Information and Protection of Privacy Act*, and may be required to disclose the contents of a bid pursuant to the Act. To request documentation or bid confidentiality under the Act, Bidders must submit a covering letter with their Bid detailing the specifics of the request.

A8. Negotiations

The lowest or any submission may not necessarily be accepted; acceptance will depend on meeting the City of Williams Lake's financial, operating and technical needs.

At its sole discretion, the Municipality reserves the right to reject any or all responses received and to accept any response that it considers advantageous. Prior to awarding a contract, negotiations may be necessary with the successful bidder, whether or not you are the lowest priced Respondent, without any obligations to any other Respondents, to ensure services and contract costs meet the Municipality's requirements on matters such as price adjustments, scope of work, contract conditions and service requirements. The Municipality reserves the right to award a contract, in full or part, based on the submissions or terminate this request-for-proposal process at any time, and to withdraw from discussions with all or any of the respondents.

A9. No Obligation to Proceed

This RFP is not a call for tenders or a request for binding offers and no contractual or other legal obligations shall arise between the Municipality and any Bidder as a result of the issuance of this RFP, or the submission of any Bid in response to this RFP, until and unless the Municipality and Bidder enter into a contract for the services brought by the Municipality under this RFP. For clarity and without limiting the foregoing, this RFP does not commit the

Municipality in any way to treat Bidders in any particular manner, to select a Bidder, to proceed to negotiations with any Bidder or to enter into any contract.

A10. Delivery Information:

The prices stated in proposals received in response to this RFP cover the goods, material, work, services, articles or equipment, being delivered F.O.B. destination, freight, express, duty and all other charges prepaid, unless otherwise indicated herein.

A11. RFP Submission

Please submit your proposal in writing and include the information identified below.

- All requirements for submission, as stated in this Request for Proposals and any Addenda;
- The first page of any addenda to this Request for Proposals, completed and signed;
- *Section D Bid Form* completed and signed by a company signatory;
- A detailed description including full specifications of the proposed deliverables you will provide, including menu options, pricing noting gratuity and taxes if additional; and
- Any other information that you feel is relevant such as brochures, references and pictures.

The Municipality reserves the right to add or delete items listed herein following award of any contract(s) or purchase order(s) resulting from this RFP. The unit prices stated by the Bidder shall apply.

The Request for Proposal submission will be irrevocable and remain open for acceptance for thirty (30) days from the closing date whether or not another Request for Proposal submission has been accepted.

SECTION B: EVALUATION PROCESS

B1. Bid Review

After the RFP Close Date, the Selection Committee will review all of the submissions, identifying any non-conformity, qualifications, or failure to provide necessary information, in order to determine a list of discrepancies.

The City of Williams Lake may, in its sole discretion reject or retain, for its consideration, submissions that are non-conforming because they do not contain the content or form required as outlined in these documents, or for failure to comply with the process for submissions set out in this document.

B2. Bid Evaluation

The Successful Bidder will be determined using a Best Value Selection Criteria. Areas of evaluation will include:

1. Estimated individual or combined cost of proposed meals per plate/person.
2. Quality, creativity and appropriateness of proposed menu(s).
3. Experience with large-scale events.
4. Degree of staffing proposed for food service.

| | |
|---------------------------------------|------|
| Total Price Submitted | 50% |
| Quality, Creativity & Appropriateness | 20% |
| Experience | 20% |
| Staffing Proposed | 10% |
| Evaluation total | 100% |

SECTION C: CONTRACT CONDITIONS

C1. Contract Period

Not applicable

C2. Invoicing

The Contractor will be paid a 50% deposit based on the upset guest attendance number upon award. The balance will be paid within 30 days of receipt of final invoice.

The Contractor shall pay in full any applicable Federal, Provincial or Municipal Taxes in force during the progress of the work.

C3. Contract Document

By submission of a Bid, the Bidder agrees that should its Bid be successful, the Bidder will enter into a Contract with the City of Williams Lake in accordance with the terms of the Catering Agreement; a copy of which is attached as Appendix A.

SECTION D: BID FORM

Request for Proposal: 2019 NCLGA Conference Catering

Closing Date & Time: Monday, February 25, 2019 at 4:00 pm Local Time

The undersigned Bidder has carefully examined the Conditions and Specifications for the requested and will provide the goods and services required.

| |
|---|
| Company Name: |
| Address: |
| Phone No: |
| Email: |
| Contact Name & Title: |
| Signature of Authorized Signatory: |

This Proposal is valid for _____ days.

SECTION E: SPECIFICATIONS AND DETAILED INFORMATION

General Requirements:

E1. Caterer Responsibilities

- The provision of meals, setup of meal-specific service and equipment needs including buffets, chafers, service stations, etc.
- Clean up following and take down/clean-up of buffet/food service stations.
- Provision of detail as to how food waste will be minimized and including uses for leftover food. Efforts to reduce/minimize waste using recyclable/compostable materials over materials such as styrofoam is encouraged.
- Ensuring that all staff/volunteers engaged adhere to the facility regulations posted within the facility.
- The Caterer(s) shall observe, perform and comply with the requirements of every applicable bylaw, statute, regulation or ordinance and with every applicable regulation or order with respect to the condition, maintenance, use or occupation of the said premises and any furniture, equipment, supplies, materials or articles located therein.
- The Caterer(s) will immediately report any damages to an on-duty staff member.
- The Caterer(s) is responsible for removing all personal belongings and ensuring the facility is left clean.
- The Caterer(s) will obtain and maintain comprehensive general liability insurance, including, without limitation, coverage for the Municipality as additional insured. Such policy will be written on a comprehensive basis with inclusive limits of not less than \$2,000,000.00 per occurrence including \$2,000,000.00 for bodily injury and/or death to any one or more persons including voluntary medical payments and property damage or such higher limits as the Municipality may require from time to time. The policy will contain a clause providing that the insurer will give the Municipality thirty (30) days prior written notice in the event of cancellation or material change. The Caterer will provide the Municipality with evidence of such insurance coverage in the form of an executed copy of a certificate of insurance in a form satisfactory to the Municipality ten (10) days prior to the execution of the Agreement included in Appendix 1.
- It is the sole responsibility of the Caterer(s) to determine what additional insurance coverage, if any, including but not limited to Workers Compensation and participants insurance, are necessary and advisable for its own protection and/or to fulfill its obligations under this agreement. Any such additional insurance shall be maintained and provided at the sole expense of the lessee.
- The Caterer(s) shall hold a valid Food Permit as required by Interior Health Authority.
- The Caterer(s) shall hold a valid Business License within the City of Williams Lake.

E2. City of Williams Lake and Cariboo Regional District Responsibilities:

- The City of Williams Lake and the Cariboo Regional District will be responsible for table setup and turnover/laundrying of individual linens as required during the event.
- Tables and chairs will be provided by the City of Williams Lake and the Cariboo Regional District.
- The City of Williams Lake and the Cariboo Regional District will arrange for a service group to clear all tables.
- The City of Williams Lake and the Cariboo Regional District will be responsible for securing a valid permit for the service of alcoholic beverages (for the welcome reception and the Dinner Banquet) under the BC Liquor Control and Licensing Act.

E3. Key Dates, Times and Meal Requirements (NOTE: Can provide quote on one or a combination of options):***Appetizers and Desserts x 1 (Welcome Reception)***Date/Time Required (*time/location subject to change*)

- May 7, 2019; 6:00 pm – 9:30 pm – Tourism Discovery Centre

Number of Guests (*subject to change*)

- 250 guests

Details

Meal Service:

Appetizers and bite-sized desserts to be served buffet-style, platter-served, or via stations. Menu options must be easily handled, preferably without cutlery (side plates and napkins provided).

Food:

Meal should include a variety of hot, cold or room temperature appetizers, including both meat and vegetarian options. Desserts to include some options for dietary consideration (gluten-free, allergen-free, etc.). A list of confirmed allergies will be provided. Please provide unique sample menu item suggestions.

Refreshment Breaks x 5Dates/Times Required (*times/locations subject to change*)

- May 8, 2019: 10:30 am & 3:00 pm – Main Arena
- May 9, 2019: 10:30 am & 3:00 pm – Main Arena
- May 10, 2019: 10:30 am – Main Arena

Number of Guests (*subject to change*)

- 300 guests

Details

Coffee Service:

3 x buffet-style coffee stations to be set up by caterer for each refreshment break required. Milk/cream to be served in bulk (carafes), sugar to be served in dispensers (no sachets with the exception of artificial sweeteners). Water to be served in water pitchers. Coffee, tea, cream, sugar, juice and pop to be provided by caterer.

Food:

All refreshment/coffee breaks to include whole fruit, pastries, snacks (such as trail mix, etc.) or baked goods. Please provide unique sample menu item suggestions. A list of confirmed allergies will be provided

Lunches x 3Date/Time Required (*time/location subject to change*)

- May 8, 2019: 12:00 pm – 1:00 pm – Main Arena
- May 9, 2019: 12:00 pm – 1:00 pm – Main Arena
- May 10, 2019: 12:00 pm – 1:00 pm – Main Arena

Number of Guests (*subject to change*)

- 300 guests

Details

Meal Service:

Buffet-style lunch, accommodated with two, double-sided buffet lines to ensure fast and efficient food service. Buffet to be replenished as necessary. Luncheon speakers will be in progress during clean-up.

Food:

Menu options may include options for soup, salad, sandwiches, wraps or hot entrees.

Banquet Dinner x 1Date/Time Required (*time/location subject to change*)

- May 9, 2019: 6:30 pm – Main Arena

Number of Guests (*subject to change*)

- 300 guests, 38 to 40 round tables

Details

Meal Service:

Menu to accommodate either or both buffet-style and plated-service. A buffet will require two, double-sided buffet lines to accommodate the number of guests.

Caterer is responsible for all serving equipment including serving dishes and serving utensils, as well as all items related to buffet setup including chafing dishes, sternos and condiments required for menu. As well the caterer is responsible for all plates and

cutlery. Caterer is also responsible for all items related to coffee/tea preparation and service including urns/carafes, etc. which can be stationed at the bar.

A volunteer organization will be enlisted to assist with clearing tables, filling water pitchers, scraping plates, etc. by and at the cost of the Municipality.

Food:

Menu options may include a variety of selections of soups, salads, main course, hot entrees and sides as well as dessert. A list of confirmed allergies will be provided. Please provide unique sample menu item suggestions.

Supervision:

The caterer must assign at least one of their qualified staff to oversee the volunteers from the volunteer organization and the dinner service to ensure a seamless delivery of the meal. This includes: briefing the volunteers prior to dinner service, coordinating them during the dinner and assisting where necessary.

**APPENDIX A: FORM OF AGREEMENT
CATERING CONTRACT**

CATERING CONTRACT (the “Agreement”) dated this _____ day of _____, 2019.

BETWEEN: The City of Williams Lake

referred to as: the “Client”, “Municipality”, “we”, “us” or “our” as applicable

AND:

referred to as: the “Caterer”, “you”, “their” as applicable

BACKGROUND:

- A. The Client is of the opinion that the Caterer has the necessary qualification, experience and abilities to provide catering services to the Client.
- B. The Caterer is agreeable to providing such catering services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Caterer (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

Services Provided:

1. The Client hereby agrees to engage the Caterer to provide the Client with the following catering services (the “Services”):
 - a. _____
 - b. _____
 - c. The venue for delivery of the Services is the Cariboo Memorial Recreation Complex (inside location as required)
2. The Caterer will provide the Services on _____. (the “Event(s)”).
3. The Services will also include any other catering tasks which the Parties may agree on. The Caterer hereby agrees to provide such Services to the Client.

Term of Agreement

4. This Agreement is of full force and effect from the date of this Agreement until the Event(s) is/are over.
5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Caterer will end upon the termination of this Agreement.

Performance

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars)

Compensation

10. A deposit of \$_____ (the "Deposit") will be payable by the Client.
11. For the remaining amount, the Client will be invoiced when the Services are complete.
12. Invoices submitted by the Caterer to the Client are due within 30 days of receipt.
13. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Caterer will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Caterer.
14. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

Menu Details

15. All menu changes must be submitted to the Caterer by April 12, 2019

Guest Confirmation

16. The Client must confirm the number of guests by April 30, 2019.

Confidentiality

17. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
18. The Parties each agree that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information belonging to the other Party which they have obtained through the operation of the Agreement, except as authorized by that Party or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

Ownership of Intellectual Property

19. All intellectual property, including recipes, formulas or similar related materials, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
20. The Caterer may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Caterer will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

21. Upon the expiry or termination of this Agreement, the Caterer will return to the Client any property, documentation, records, or confidential information which is property of the Client.

Capacity/Independent Contractor

22. In providing the Services under this Agreement it is expressly agreed that the Caterer is acting as an independent contractor and not as an employee. The Caterer and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

Notice

23. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- a. City of Williams Lake
450 Mart Street
Williams Lake, BC V2G 1N3

- b. "Caterer"

or to such other address as either Party may from time to time notify the other.

Indemnification

24. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Modification of Agreement

25. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

26. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

27. The Caterer will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Enurement

28. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

29. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

30. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

31. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

Severability

32. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

33. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal

on this _____ day of _____, 2019.

City of Williams Lake

(Caterer)