



# Applications sought for Approved Caterers

*For the Osseo Community Center*

## I. Introduction

The City of Osseo seeks qualified firms interested in providing catering services for alcoholic beverages at the Osseo Community Center ("OCC").

## II. Scope of Services

Respondents are sought to serve as a limited number of "Approved Caterers". Approved Caterers are eligible to provide alcoholic beverage service at the Osseo Community Center. Approved Caterers will make arrangements directly with OCC Users who desire to have alcohol served at the OCC. The City will provide OCC users with contact information for all Approved Caterers.

Although it is an optional service, respondents are encouraged to market their services and the OCC to potential users. The City desires to increase the number of events held at OCC. Marketing assistance from Approved Caterers will be appreciated.

The proposed scope of services is described in the attached DRAFT "Agreement for Catering Service" contract.

## III. Instructions to Proposers

Applications must be in writing and should include a cover letter. Applications must be received by **12:00 noon on the preceding Monday** for consideration at a regularly-scheduled Osseo City Council meeting. Dates for 2021 meetings are available at <http://www.discoverosseo.com/>

All proposals and questions should be submitted electronically to: Community Management Coordinator, [jamerman@ci.osseo.mn.us](mailto:jamerman@ci.osseo.mn.us). (PDF format is preferred.) In order to ensure a fair selection process, firms submitting proposals should not contact other city staff or councilmembers regarding these proposals.

## IV. Application content

- 1) Cover Letter (include name, address, phone, contact person, date)
- 2) Signed AGREEMENT FOR ALCOHOLIC BEVERAGE CATERING SERVICE
- 3) OPTIONAL: Pricelist of items and services that may be offered to OCC Clients

## **V. Application evaluation**

Applications will be evaluated on the following factors:

- Proximity to the City of Osseo, with preference given to respondents located within or near Osseo;
- Familiarity with the City of Osseo and the OCC;
- Demonstrated ability to perform the desired services;
- Respondents' ability to bring additional users to the OCC; and
- Other factors as determined by the City Council.

## **VI. Agreement terms**

The City proposes an agreement for catering services in the attached document (Attachment A). However, applicants may suggest changes to this agreement as part of their proposal.

## **VII. Other information**

The City intends to come to an agreement with 2 to 5 "Approved Caterers" to provide services at the OCC.

The Osseo Community Center Policy governs rental and use of the OCC (attached). Approved Caterers will be responsible for familiarizing themselves and their employees with the OCC Policy and its requirements.

## City of Osseo, Minnesota

### AGREEMENT FOR ALCOHOLIC BEVERAGE CATERING SERVICE

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF OSSEO**, a municipal corporation (hereinafter referred to as “City”) and \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as “CATERER”).

#### RECITALS

1. The City owns and operates the Osseo Community Center (“OCC”), located at 415 Central Avenue, Osseo, MN 55369, which includes one large room and a small outside patio. It has large windows with no window treatments. The OCC is dividable into two spaces (by special arrangement), has one small, non-commercial kitchen, and an attached semi-circular paver patio.
2. The OCC is marketed by the City to host meetings, business groups, weddings, special events, team parties, corporate gatherings, and other community activities.
3. The City desires to have CATERER perform alcoholic beverage catering services at the OCC. CATERER is willing and able to provide these services.
4. For purposes of this Agreement, a catered event is defined as an event where a contract for alcoholic beverage catering services is executed between CATERER and a client.

In consideration of the mutual promises set forth herein, it is agreed by and between the City and CATERER as follows:

#### SECTION 1 REPRESENTATIONS

1. CATERER represents that it is a Minnesota corporation duly organized, validly existing, and in good standing with the State of Minnesota and has full power and authority to enter into this Agreement and to carry out the responsibilities required by the Agreement. CATERER further represents that its agents, representatives, and employees have the necessary education, training, experience, certification, and licensing for purposes of servicing and performing this Agreement.
2. The City represents that it is a municipal corporation and a political subdivision of the State of Minnesota and that it has full power and authority to enter into this Agreement.

#### SECTION 2 CATERER DUTIES AND RESPONSIBILITIES

1. CATERER shall obtain and maintain at its sole expense all licenses and insurance necessary to permit the sale of liquor, beer, and wine in conjunction with catered events at the OCC.

- a. CATERER shall provide all alcoholic beverages and supplies necessary for a catered event.
  - b. CATERER shall hold a current on-sale liquor license through City or in another Minnesota City, and shall provide City with a copy of such on-sale liquor license from another Minnesota city.
2. CATERER will designate personnel whose responsibilities shall be working with the City in coordinating and implementing this Agreement.
3. CATERER shall perform catering services at the OCC as follows:
- a. CATERER shall provide clients with price lists and menu selections to accommodate their needs for events held at the OCC that require alcoholic beverages.
  - b. CATERER will provide one main contact person who agrees to work with City staff as needed for any catered event at the OCC.
  - c. CATERER agrees to confer with prospective OCC clients to provide information and agree upon menus and fees for particular events. CATERER shall return all prospective client and client phone calls and e-mail within one business day. Once an OCC client schedules an event with CATERER, CATERER shall notify City Staff to confirm the date and time of the event and the facility has been scheduled.
  - d. CATERER shall be solely responsible for the recruitment, training, employment, performance, and compensation of adequate staff to meet the demand of the OCC client at each catered event, including, but not limited to, bartenders, servers, food preparers, and hosts. This includes having a minimum of one catering staff person at the OCC during the entire event and after meal service to guarantee room cleanup and removal of catering supplies unless otherwise approved by City staff.
  - e. CATERER agrees to meet all local, state, and federal health regulations, plus codes, rules, and laws concerning food and beverage service.
  - f. CATERER shall comply with all procedures and policies set by the City pertaining to use of the OCC.
  - g. CATERER shall provide the City with a copy of the current Health Department License State Alcohol Caterer Permit, and Certified Food Managers License during the term of providing services for the City.
  - h. CATERER shall participate in the sales and marketing of catering services at OCC and shall be responsible for event arrangements as required by the City. **However, all events at the OCC must be booked solely through City staff.**

- i. CATERER shall provide all food and beverages necessary for a catered event. CATERER shall provide all food preparation equipment that it requires and all necessary serving utensils, including plates, glasses, silverware, pots, pans, and linens at its own expense.
- j. CATERER shall ensure that cleaning of the OCC rooms in connection with catered events is completed in accordance with the Osseo Community Center Policy. CATERER may take responsibility for cleaning or may arrange for outside cleaning assistance with the City's janitorial service, Intact Building Services. All cleaning of OCC rooms must be completed by the end of the rental period for any catered event. The City does not provide cleaning products.
- k. CATERER shall remove all catering equipment from the OCC premises by the end of the rental period for any catered event. Limited storage space at the OCC is available for CATERER use, only with approval from the City on a per-event basis. The City is not responsible for any items left or stored at the OCC by the CATERER.
- l. CATERER shall serve all alcoholic beverages only within designated OCC rooms and attached patio area, and shall prohibit clients and their guests from removing alcoholic beverages from these areas.

**SECTION 3  
CITY DUTIES AND RESPONSIBILITIES**

- 1. The City agrees to provide the following:
  - a. Rooms as they currently exist at the OCC.
  - b. CATERER contact information to all OCC clients needing alcoholic beverage catering.
  - c. Utility and overhead costs for the OCC.
  - d. Tables and chairs as they currently exist.
  - e. Minor maintenance as defined by the City.
- 2. Agreements for catering services will be solely between CATERER and their client. The CATERER will collect all catering charges from any/all catered events. At the time an agreement for catered services at the OCC is made, a CATERER representative will document the details of services required and contact City staff to confirm the booking has been made.
- 3. The City agrees to restrict the alcoholic beverage catering services provided at the OCC to the CATERER and other selected Approved Caterers for all events held at the OCC.

**SECTION 4  
PAYMENT**

1. Payment for room rental fees shall be made by the applicant named on the OCC rental and reservation form. The CATERER shall pay the City for any/all rental fees when the CATERER serves as the applicant and responsible party for the event; the CATERER may also require that clients serve as the applicant and responsible party for the event.
2. The CATERER agrees to maintain a \$500 deposit with the City. Funds from the deposit will be used to cover costs of damages related to the CATERER'S use of the facility and costs for curing violations of this agreement or the OCC Policy.

**SECTION 5  
STATUS OF CATERER**

1. This Agreement calls for the performance of catering services by CATERER as an independent contractor, and CATERER, its employees, agents, or representatives will not be considered employees of the City for any purposes. All persons employed by CATERER shall be the sole and exclusive employees of CATERER and shall be paid by CATERER. With respect to such employees, CATERER shall accept full and exclusive liability for all applicable social security, unemployment, workers' compensation, or other employment taxes or contributions of insurance, and all employee benefits, and shall comply with all federal and state laws and regulations relating to employment generally, including, but not limited to, minimum wages, social security, unemployment insurance, and workers' compensation. Certificates evidencing compliance with the foregoing shall be submitted to the City as reasonably requested by the City.
2. CATERER represents that it is a fair and equal opportunity employer and that its employees, representatives, and agents have had training in sexual harassment, gender sensitivity, and cultural diversity.

**SECTION 6  
INTEREST OF CATERER**

CATERER covenants that CATERER has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with the its performance of services required by this Agreement.

**SECTION 7  
NON-ASSIGNABILITY**

The CATERER shall not be transfer, assign, or subcontract the services required under this Agreement.

**SECTION 8  
INSURANCE AND LICENSES**

1. **Prior to performance of catering services under this Agreement**, CATERER agrees to provide the City with copies of all Certificates of Insurance for its catering operation. CATERER shall, at its cost and expense, procure and maintain, throughout the term of this Agreement, insurance against any damage, loss, or liability arising or claimed to have arisen out of its use, occupancy, or operations of the OCC building as follows:

a. CATERER shall maintain a commercial general liability (“CGL”) policy in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from personal injury, advertising injury, broad form property damage, premises, contingent, operations/products-completed, fire damage, medical expenses, and contractual liability that extends coverage to assume the responsibilities arising from this Agreement.

These requirements may be met through any combination of primary and umbrella or excess insurance.

b. CATERER shall maintain a business automobile policy including owned, non-owned, rented, or hired vehicles used in connection with their activities relating to its operations for the City. The business automobile policy or policies shall have limit of liability in an amount of at least \$1,000,000, combined single limit.

c. CATERER shall purchase and maintain workers’ compensation insurance in accordance with Chapter 176 of the Minnesota Statutes covering all persons employed by CATERER at or in connection with CATERER at or in connection with the OCC. The limits of coverage for the employer’s liability portion of the workers’ compensation policy of this policy shall be at least:

\$500,000	Bodily Injury by Accident, Each Accident
\$500,000	Bodily Injury by Disease, Policy Limit
\$500,000	Bodily Injury by Disease, Each Employee

d. CATERER shall purchase and maintain liquor liability insurance with minimum limits of liability as follows:

\$1,000,000	Bodily Injury, Each Person
\$2,000,000	Bodily Injury, Each Common Cause
\$1,000,000	Property Damage, Each Common Cause
\$1,000,000	Loss of Means of Support, Each Person
\$1,000,000	Loss of Means of Support, Each Common Cause
\$2,000,000	Annual Aggregate

2. The foregoing levels of insurance coverage shall be maintained by the CATERER for the benefit of the City exclusively. The City makes no representation or warranty as to the sufficiency of the minimum insurance coverage set forth above, and CATERER shall conduct an independent examination to determine the necessary insurance coverage at the OCC.
3. **The City shall be named as an additional insured on all insurance policies (except workers' compensation) procured by CATERER in connection with the OCC.**
4. The insurance policies required to be procured and maintained by CATERER herein shall be placed with an insurance company or companies listed in the latest edition of "Best's Insurance Guide and Key Ratings" with a rating of at least "A-V." CATERER shall provide certificates of insurance to the City evidencing the insurance policies required under this Agreement and shall present such policies for review by the City upon demand.
5. The insurance policies required herein shall contain clauses substantially in the following words:
  - a. Notwithstanding any other provision in this policy, to the extent of CATERER's obligations pursuant to the Agreement between CATERER and City of OSSEO, the insurance afforded hereunder to the City shall be primary as to any other insurance or reinsurance covering the City, and such other insurance or reinsurance shall not be required to contribute to any liability until the appropriate limit of liability afforded hereunder is exhausted.
  - b. This policy may not be cancelled or materially changed until 30 days after receipt by the City of written notice of such cancellation or change in coverage as evidenced by receipt of a certified letter.
6. The City may adjust the amount of coverage required and types of policies required to be furnished by CATERER hereunder to comply with applicable laws and regulations of the State of Minnesota or in a manner consistent with the coverages and policies which are typically provided by similar situated CATERERS for similar facilities.

## **SECTION 9 INDEMNITY**

CATERER agrees to defend, indemnify, and hold harmless the City, its officials, employees, agents, and contractors, from and against any and all claims, losses, liabilities, damages, costs, and expenses (including costs of defense, settlement, and reasonable attorneys' fees by reason of liability imposed by law upon the City) arising out of CATERER'S negligence or Caterer's performance or failure to perform its obligations under this Agreement. CATERER'S indemnification obligation shall apply to anyone directly or indirectly employed or hired by CATERER, or anyone for whose acts CATERER may be liable. This indemnification provision shall survive the expiration or earlier termination of this Agreement.

Nothing in this Agreement shall be construed as a waiver by the City of any immunities, defenses, or other limitations on liability to which the City is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

**SECTION 10  
TERM**

1. This Agreement shall commence on \_\_\_\_\_, 2021, and remain in force until December 31, 2022, unless terminated earlier by either party. The parties may mutually agree to renew the Agreement. If the agreement is not renewed, CATERER shall remain responsible for providing services to the rentals booked for which it had committed before contract termination. Either party may terminate this agreement by providing the other party with a 30- day written notification.
2. The City may, based on its sole and absolute discretion terminate this Agreement without 30 days written notice to CATERER if there are service, performance, health, or safety issues that are impeding the success of reserved events, including, but not limited to, lack of a license and bonding by the State of Minnesota or lack of required insurance coverage.

**SECTION 12  
MISCELLANEOUS**

1. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the matters addressed herein and any alterations or variations of the terms of this Agreement shall be invalid unless made in writing and signed by the parties. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
2. Severability. If any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions or any application thereof shall not in any way be effected or impaired thereby.
3. Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be personally delivered or sent by a reputable private commercial courier service or sent by United States registered or certified mail, postage pre-paid, return receipt requested, to the parties at the following addresses until such time as written notice of a change of address is delivered to the other party:

If to the City:                   CITY OF OSSEO  
  ATTN CITY ADMINISTRATOR  
  415 CENTRAL AVENUE  
  OSSEO MN 55369

If to CATERER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Governing Law. This Agreement is governed by and is to be interpreted pursuant to the laws of the State of Minnesota. The City and CATERER each consent to the personal jurisdiction of the District Court of Hennepin County, Minnesota, in any action, suit, or proceeding arising under this Agreement and agree that any such action, suit, or proceeding shall be venued in such court and agree to waive any objection based on forum non convenes to the bringing of any action in such court.
5. No Third-Party Rights. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and no third parties are intended to or shall have any rights hereunder.
6. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.
7. CATERER understands and agrees that all of the data created, collected, received, stored, used, maintained, or disseminated by CATERER in performing its obligations under this Agreement is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as amended, and that CATERER must comply with the requirements thereof as if it were a government entity. CATERER further understands and agrees that the remedies set forth in Minnesota Statutes Section 13.08 apply to CATERER in connection with such requirements.
11. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties and approved by the Osseo City Council.
12. Dispute Resolution. The parties agree to cooperate and use best efforts to ensure that the provisions of this Agreement are fulfilled and to act in good faith in attempting to resolve disputes. If a dispute cannot be resolved informally by the parties, the parties may resort to other legal remedies available to them.

Attachments to this agreement are a part of the agreement as follows: Osseo Community Center Policy (“OCC Policy”)

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**CATERER**

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF OSSEO**

By: \_\_\_\_\_  
Duane Poppe, Mayor

By: \_\_\_\_\_  
LeAnn Larson, City Clerk

Date: \_\_\_\_\_