



Oconomowoc Parks, Recreation & Forestry Department  
220 W. Wisconsin Avenue  
Oconomowoc, WI 53066  
262-569-2199  
[www.oconomowoc-wi.gov](http://www.oconomowoc-wi.gov)

## **APPROVED CATERING**

# **Application Instructions**

### **NOTICE AND INSTRUCTIONS TO APPLICANTS:**

Return your application to:  
**Oconomowoc Community Center**  
**220 W. Wisconsin Avenue**  
**Oconomowoc, WI 53066**

Any questions regarding this Application should be directed to:  
**John Kelliher 262-569-2199**

**INDEX**  
**APPLICATION**  
**APPROVED CATERER LIST**

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**SECTION A: GENERAL TERMS AND CONDITIONS**

- Purpose
- Background
- Method of Selection
- Responsiveness and Responsibility
- Cancellation
- Contract Term
- Compliance
- Insurance Requirements
- Indemnification
- Entire Agreement

**SECTION B: SCOPE OF WORK**

- Guidelines
- Clean up
- Food Preparation
- Equipment, Furniture & Supplies
- Use of Furniture
- Miscellaneous Event Requirements
- Supervisor Responsibility
- Invoice
- User's Fee
- Inspection of Documents
- Promotions

**SECTION C: APPLICATION REQUIREMENTS**

- Application Instructions
- Application

**ATTACHMENTS:**

- Attachment A - Guidelines for Caterers
- Attachment B - Catering Clean up Checklist

# APPLICATION

## APPROVED CATERER LIST – OCONOMOWOC COMMUNITY CENTER

### SECTION A: GENERAL TERMS AND CONDITIONS

#### PURPOSE

- The City of Oconomowoc is accepting applications for operating a non-exclusive food service contract at the Oconomowoc Community Center.
- The intent is to issue a contract or contracts to the most qualified caterers for non-exclusive food service rights. The City of Oconomowoc reserves the right to award and maintain concurrent contracts for food service with multiple caterers for various types of food products.
- Caterers submitting applications must be responsibly, practically and regularly engaged in providing the services required in this solicitation. Applicants must possess ample resources to comply with and perform satisfactorily in accordance with the terms of this document.

#### BACKGROUND

- Located at 220 W. Wisconsin Ave., The Oconomowoc Community Center is a multi-purpose, state-of-the-art public facility designed for recreational, educational, and community programs and activities.
- The building contains a fitness/dance studio, a classroom, and a large divisible multipurpose room with a catering kitchen and bar, which are available for banquets, company gatherings, weddings, etc. If food is catered, the caterer must be approved and enter into an agreement with the City of Oconomowoc. For purposes of this agreement, “*caterer*” is defined as providing **food and service** for events at a professional capacity.

#### METHOD OF SELECTION

- All applications will be subject to approval by the City’s Parks, Recreation and Forestry Director. Contracts will be awarded to selected caterers based upon, but not limited to the following criteria: qualifications, information provided, customer satisfaction, past performance, service capability, and the ability to meet required City, County, and State health and sanitation standards.

#### RESPONSIVENESS AND RESPONSIBILITY

- The City of Oconomowoc reserves the right to refuse any application from any person, firm or corporation that is in default to the City, or has failed to perform faithfully any previous contract with the City. If requested, the applicant must present within five (5) working days evidence satisfactory to the City of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder’s ability to comply with the terms of this solicitation document.

## **CANCELLATION**

- In the event the caterer shall default in any of the covenants, agreements, commitments, or conditions the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Agreement and all rights of the Caterer under the Agreement.
- Failure to maintain the required certificates of insurance, permits, and/or licenses will be cause for contract termination.
- Factors relating to difficulties in cooperation, clean-up, food handling, transportation, behavior of staff, cleanliness, sanitation standards and other relevant issues will have a bearing on the Caterer's good standing and may be considered due cause for termination of contract.

## **CONTRACT TERM**

- A complete and approved catering contract must be on file at least 8 weeks before the catered event.
- Contracts established with the successful caterers will carry a term that will commence upon approval of application until December 31 of the same calendar year, and shall thereafter, be renewable annually on December 31.

## **COMPLIANCE**

- Regulations - The Caterer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
- Licensing and Permits - The Caterer selected under this bid shall be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract.

## **INSURANCE REQUIREMENTS**

- The Caterer will insure, and will require each sub-caterer to insure, as indicated, against the following risks to the extent stated:
  - Commercial General Liability – The Caterer shall secure, at its own expense, commercial general liability insurance including all insurance requirements to service and sell food in the State of Wisconsin. This liability insurance is to be issued by a company or companies authorized to do business in the State of Wisconsin, with coverage for bodily injury, property damage, and personal injury and the following minimum coverage limits: \$1,000,000 per occurrence, \$2,000,000 aggregate. The City shall be named as an additional insured on the commercial general liability insurance policy. The Caterer shall provide the City with a certificate of insurance evidencing its commercial general liability insurance, and shall thereafter annually provide the City with a Certificate of Insurance demonstrating compliance with the

foregoing requirements. Upon request, The Caterer shall provide certified copies of the requested policies. The certificate of insurance shall contain the following clause: "No reduction, cancellation, or expiration of the policy shall become effective until thirty (30) days from the date written notice thereof is actually received by the City."

- Worker's Compensation – The Caterer shall secure, at its own expense, workers' compensation insurance in such amounts as is required by the State of Wisconsin and shall secure any other kind of insurance that may be required by law in connection with The Caterer's provision of Catering Services. The Caterer shall provide the City with a certificate of insurance evidencing its workers' compensation insurance, and shall thereafter annually provide the City with a certificate of insurance demonstrating compliance with the workers' compensation insurance requirement.
- Personal Property Insurance – The Caterer shall be solely responsible for carrying personal property insurance sufficient to cover loss of all its personal property located at the Community Center. The City shall not be liable for any damage to or loss of property of Caterer or its employees, agents, customers, invitees or guests. The City shall not be liable for any injury or damage to persons or property resulting from Caterer's provision of Catering Services.

**As evidence of the above listed license and insurance, copies shall be forwarded to the Director of Parks, Recreation & Forestry at 220 W. Wisconsin Avenue, Oconomowoc, WI 53066 prior to the beginning of work under this contract.**

### **INDEMNIFICATION**

- The Caterer shall be liable to, and hereby agrees to indemnify, defend and hold harmless, the City and its officers, officials, agents, and employees against all loss or expense (including liability costs and reasonable attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its agents or employees, for damages because of injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from Caterer's provision of Catering Services or activities undertaken by Caterer pursuant to this Agreement.

### **ENTIRE AGREEMENT**

- These standard terms and conditions shall apply to any contract or order as a result of this application except where special requirements are stated elsewhere in the document, in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any documents, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City of Oconomowoc.
- If any term or provision of this agreement shall to any extent be held invalid or unenforceable, the remaining terms or provisions shall not be affected thereby, but each

term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

## **SECTION B: SCOPE OF WORK**

In order to be on the City of Oconomowoc approved caterers list, the Caterer agrees to abide by all the following requirements:

- **GUIDELINES:** Caterer must coordinate each event at Oconomowoc Community Center in accordance with “Guidelines for Caterers” (Attachment A.) The Guidelines include detailed instructions for arrival, set-up, service, trash removal, break-down and rental equipment information.
- **SETUP/UNLOADING:** Caterer may park in the loading zone at the front of the Community Center for loading only. After caterer has finished unloading during event setup, they must park in public parking spaces. Caterer must use the elevator in service mode. If any damage is caused to the elevator door by not using service mode, caterer will be responsible for repairs.
- **CLEAN UP:** Caterers must follow the work outlined in the Catering Clean up Check list. For each event, the Caterer Supervisor or designated leader must acknowledge and sign the checklist form acknowledging that required clean-up is completed to the satisfaction of Oconomowoc Community Center personnel. The Caterer further agrees to complete clean up within the scheduled rental time as determined on the renter’s contract. Additional time will be charged at a staff rate of \$50.00 per hour or part thereof or applicable hourly room rental. Room rental rates are available in the Rental Information Packet at [www.oconomowoc-wi.gov/communitycenter](http://www.oconomowoc-wi.gov/communitycenter). The Caterer shall be responsible for the removal from the building of rubbish, trash and garbage accumulated at all events. Caterer may utilize the Community Center dumpster for this purpose.
- **DAMAGE:** At the City’s option, Caterer shall repair, or pay the cost of repair of, damage to the Community Center caused by Caterer's employees, agents, or any other persons retained, hired or used by Caterer to provide Catering Services.
- **FOOD PREPARATION:** The Caterer shall prepare all food off premises, understanding that only a limited area at the Oconomowoc Community Center will be available for staging and final preparation. Approximately 200 square feet of securable space is available for the use of the Caterer for final preparation, storage, and refrigeration. No freezer space is available. Ice may not be stored in the refrigerator.
- **EQUIPMENT AND SUPPLIES:** The Caterer shall provide all necessary plates, flatware, serving utensils and containers, warmers, linen and other items necessary to properly conduct service. The Caterer shall provide all necessary cleaning supplies.
- **USE OF FURNITURE:** The Oconomowoc Community Center presently has tables and chairs in sufficient numbers to accommodate most needs within the building. These items are available for the Caterer and other providers to use for events at the Community Center. The caterer agrees to cover any costs incurred for damage to furniture or equipment due to the caterer’s actions or negligence.
- **MISCELLANEOUS EVENT REQUIREMENTS:** Caterer will make all necessary arrangements directly with the customer and will pass on all necessary costs to the customer that the Caterer deems appropriate. Caterer will arrange for all food, service, flowers, china, glassware, linens, equipment and other related items for the event.

- **SUPERVISOR RESPONSIBILITY:** The Caterer will be required to provide on-site supervisors at all food service functions. The Caterer will provide adequate sales and coordination personnel to work with the staff of the Oconomowoc Community Center to insure first class service to the public.
- **USER'S FEE:** The Caterer will pay a percentage fee to the City of Oconomowoc for each contracted event. This user's fee is equal to 10% of all gross sales of food only, excluding linen, glassware, china, flatware, sales tax, equipment rental, service fees, gratuities or other costs related to the event charged to the party renting the Community Center.
- **DOCUMENTATION:** A copy of the catering contract sent to the customer must be submitted at least four weeks prior to the event.
- **INVOICE:** Within thirty (30) days of each event, the Caterer will provide the City of Oconomowoc with a duplicate copy of the final billing consistent with the contract originally submitted between the Caterer and the renter of the Community Center for whom Caterer provided Catering Services. A late fee of ten percent (10%) of the amount due to the City shall be paid by Concessionaire if the required payment is not timely made. All fees due under this Agreement shall be made payable to the City of Oconomowoc and shall be remitted to the City of Oconomowoc, Attn: Parks, Recreation and Forestry Director, 220 West Wisconsin Avenue, Oconomowoc, Wisconsin 53066.
- **INSPECTION OF DOCUMENTS:** All documents relating to the services provided at the Oconomowoc Community Center will be made available for inspection when requested by staff of the Community Center or other City of Oconomowoc Officials.
- **PROMOTIONS:** The Caterer will be expected to actively promote the availability of food service at the Oconomowoc Community Center, and with all reasonable effort, work to improve the operation of the usable catering spaces within the facility. Examples of promotion are listing the Oconomowoc Community Center on the catering website and printed material used to promote the caterer's services.

## APPLICATION

### APPROVED CATERER LIST – OCONOMOWOC COMMUNITY CENTER

#### **SECTION C: APPLICATION REQUIREMENTS (Definition of Terms)**

Applications shall contain the following information. Applications submitted in any other form may be considered non-responsive and may be disqualified.

- **Completed attached Application:**
  - **Questionnaire:**
- **Business Identification** (Item nos. 1 – 5). State name of individual or business, including sub-caterers, address of home and/or branch offices, telephone number, nature of the organization (individual, partnership, or corporation) and the number of employees. Identify the number of years in business, any other names under which the business operated and the dates, locations and number of years operated under each name. Include name, title, and telephone number of person(s) in your organization authorized to negotiate the proposed contract.
- **Qualifications** (Item no. 6). Describe briefly the qualifications of key staff who will be actively engaged in the proposed project. Indicate what their responsibilities are with respect to the project.
- **Responsibility** (Items nos. 7 – 8). The City of Oconomowoc will evaluate ability of Caterer to perform successfully under this contract. Indicate, if any, instances in which the Caterer has defaulted on a contract, declared bankruptcy or violated any labor practices.
- **License Information** (Item no. 9) – Provide applicable license numbers.
  - **Signature and Acknowledgement:**  
Applicants must acknowledge all forms received and submitted with application. All required signatures must be furnished and forms dated accordingly.
- **Catering Menus:** Applicants must submit sample of catering menus which will be held by The City of Oconomowoc for review by potential clients.





**APPROVED CATERER LIST OCONOMOWOC COMMUNITY CENTER**

**APPLICATION**

**QUESTIONNAIRE:**

Please answer all questions. Answers must be clear and comprehensive. Attach additional sheets as necessary. Refer to the application instruction booklet for detailed definitions and explanation of this form.

**APPLICANT INFORMATION:**

|  |  |
|--|--|
| COMPANY NAME (Print or Type)   | PRIMARY CONTACT NAME AND TITLE (Print or Type) |
| STREET   | CITY/STATE/ZIP                                 |
|  | DATE   |
| PHONE  | PHONE  |
| FAX  | EMAIL  |
| Person the City of Oconomowoc can contact regarding questions about your application (if different from above) |  |
| NAME   | FAX  |
| PHONE  | EMAIL  |

1. Circle type of organization:

INDIVIDUALLY OWNED

PARTNERSHIP

CORPORATION

JOINT VENTURE

If a corporation, enter that date of incorporation and the State in which incorporated.

\_\_\_\_\_

2. Number of employees: \_\_\_\_\_

3. Number of years in business under the present firm name: \_\_\_\_\_

4. Other names your firm has done business under. Indicate dates, locations and number of years.

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5. List specific types of work usually performed by your firm.

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6. List the experience of the principal individuals in your firm.

| NAME | OFFICE/POSTION | YEARS OF EXPERIENCE | CLASS OF WORK |
|------|----------------|---------------------|---------------|
|      |                |                     |               |
|      |                |                     |               |
|      |                |                     |               |
|      |                |                     |               |

7. Have you ever defaulted on a contract, or in the last seven years, declared bankruptcy, or been put into bankruptcy or reorganization by your creditors?

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

If YES, give details, including where and why.

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8. Do you have any delinquent or unpaid taxes, assessments, forfeitures, or other financial claims of the City of Oconomowoc?

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

If YES, give details.

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9. License Information:

Food and/or Drink License # \_\_\_\_\_ (City of Oconomowoc)  
Other License # please specify \_\_\_\_\_ (State/County)

## **SIGNATURE & ATTACHMENTS**

1. Forms submitted with application:

Initial:

- a. Application
- b. Copy of Current License
- c. Insurance Certificate
- d. Sample of Catering menus

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. We comply with all terms, conditions, specifications and application requirements in this Request for qualifications.

Applicants must provide the complete information requested below. Include the legal name of the bidder and signature of the person(s) legally authorized to bind the bidder to a contract.

\_\_\_\_\_  
**Company Name** (print or type)

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**By** (print or type name)

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

Oconomowoc Community Center  
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## **GUIDELINES FOR CATERERS**

### ATTACHMENT A

#### **ARRIVAL**

- The renter has a contract with the Community Center. The Caterer must work within the rented times determined on the contract. If additional time is needed, the renter must rent and pay for the time no less than four (4) weeks prior to the event date.
- Doors will be unlocked at the specified time on the rental contract.
- Please inform the Community Center staff person on duty of your arrival.
- All catering staff should report to the kitchen on the second floor.
- The caterer must show great care when bringing equipment across the floors and in the elevator. Community Center staff will place the elevator into service mode while bringing equipment and supplies into the facility.
- Caterers may park their vehicles in the drop-off lane in front of the Community Center for the unloading process only. The caterer should remove all vehicles from the loading area as soon as finished. Caterers can park in the surrounding municipal lots designated on the attached map.

#### **SET-UP**

- Oconomowoc Community Center Staff will set up the tables and chairs.
- No catering staff shall enter any back-up area or areas which are not open to the public except storage areas for tables, chairs and kitchen.
- All logistics including electrical service must be pre-planned and approved by the City of Oconomowoc. It is encouraged that the Caterer attends the four (4) week meeting with the renter and Community Center staff so that all needs are discussed.

#### **SERVICE**

- Caterers providing drop-off food service must either: 1) arrange for catering staff person to return to attend to clean up duties, or; 2) arrange for the group using the Oconomowoc Community Center to take care of their own clean up. (*This must be pre-approved by Community Center staff.*)
- No candles may be used. Approved heat sources include electric food warmers, wick-enabled chafing fuel - not gel. Heat sources must be monitored at all times while in use.
- No decorations, tape, tacks or nails may be used on the walls, floors or tables.
- Propane is not permitted in the building.

## **GUIDELINES FOR CATERERS**

### ATTACHMENT A (continued)

#### **TRASH REMOVAL**

- The Caterer must provide ample heavy duty plastic bags or double bags for trash containers. Recyclables must be separated into City of Oconomowoc approved recycling trash bins.
- The Caterer must pick up trash and recycled materials and take it to the appropriate dumpsters located on the east side of the building. Trash must be removed regularly from the bar and kitchen area throughout the event to prevent accumulation. Zilli Hospitality Group will remove trash from the bar throughout the event and at the end of the event when alcohol service is contracted.
- Community Center Staff will empty the trash and recycle receptacles located in the Assembly Rooms throughout the event and at the end of the event.
- Anything beyond food scrap trash such as boxes and containers used to bring in items for catering must be taken off site by caterer. Community Center staff will not dispose of these items.
- Do not drag full garbage bags across any of the floors. Bags tear and this causes damage to both carpets and tile floors. A utility cart is available for use if needed.

#### **BREAKDOWN & CLEAN-UP**

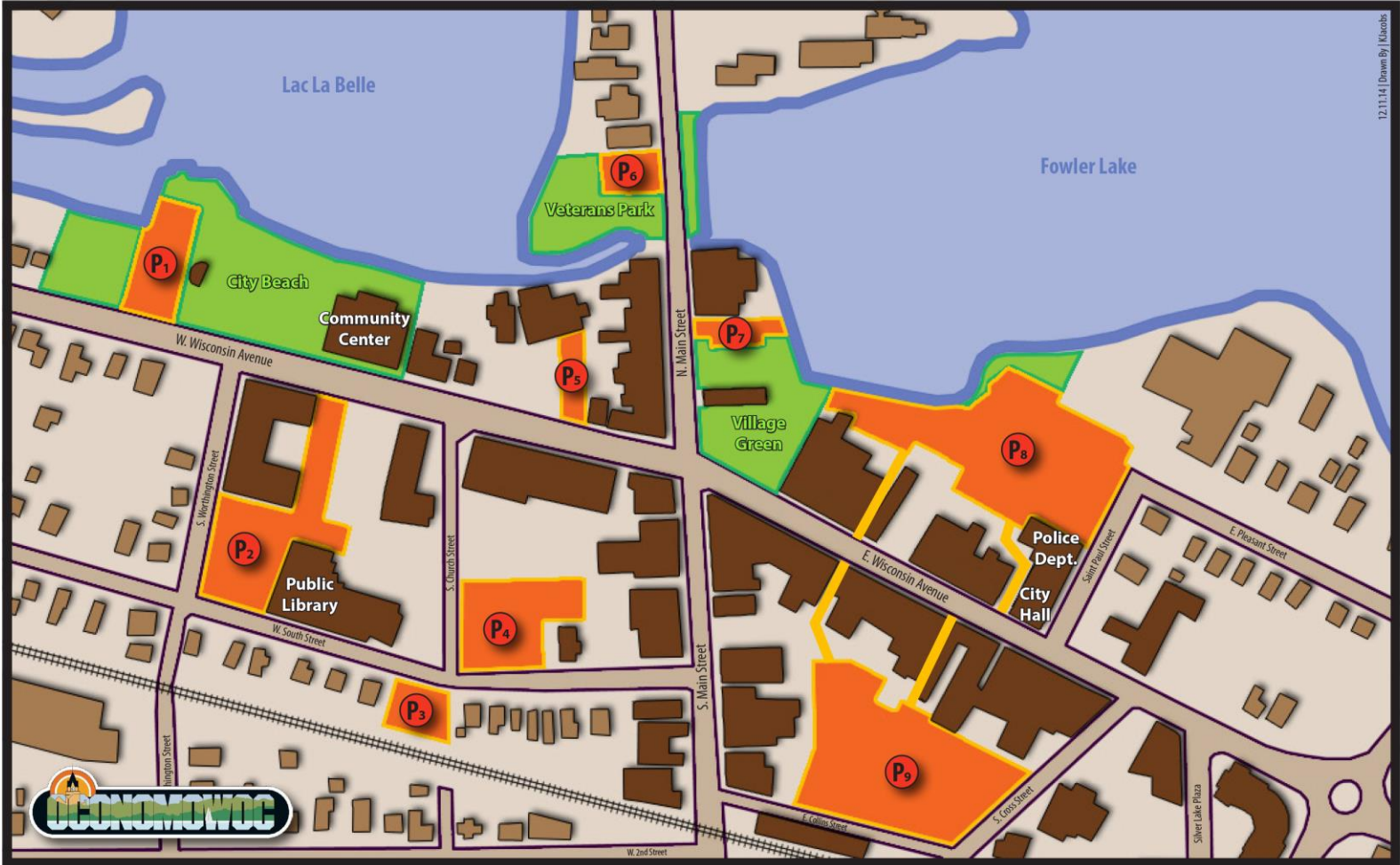
- Catering staff must be out of the building no later than the time determined on the contract.
- All items brought in must be removed by the end of the event by the Caterer or user and taken off site. This includes all cardboard boxes and other items used to transport food and service ware.
- The kitchen needs to be well cleaned, left over ice dumped, floor swept and mopped and all other equipment removed by this time. Mop up any major spillage and wipe down walls, counters, and serving spaces. When used, empty and wipe down all appliances including the refrigerator, stove and microwave. ***Caterers must bring their own soap, dishcloth/towel and other clean-up supplies.*** Run the garbage disposal clean and wipe out the sinks. All trash and recycled materials are to be removed and taken to the appropriate place.
- A final inspection with a catering representative will be made by the Community Center staff person on duty. *The Caterer must ensure that sufficient staff remains to accomplish the required clean-up and removal. A catering staff member will be required to sign off on the Caterer's Cleanup Checklist before leaving.*
- Please remove all excess food, food containers and the like from the catering kitchen refrigerators. Anything remaining after the event will be discarded immediately and may be reason to terminate the contract.

#### **RENTAL EQUIPMENT**

- Rental equipment, flowers and any other equipment must arrive with the Caterer. Community Center staff will not accept deliveries nor will the Community Center accept

responsibility for such items. Caterer is responsible for transporting all items into and out of the Community Center.

- All equipment and supplies must be removed from inside the Community Center by the Caterer at the close of the event.



## DOWNTOWN PARKING MAP

City of Oconomowoc



### LEGEND

|   |                     |   |
|---|---------------------|---|
|  | Downtown            |  |
|  | Pedestrian Walkways |   |
|  | Public Parking Lots |   |
|   | Lot 1 : 49 spaces   | Lot 6 : 20 spaces   |
|   | Lot 2 : 82 spaces   | Lot 7 : 13 spaces   |
|   | Lot 3 : 16 spaces   | Lot 8 : 154 spaces  |
|   | Lot 4 : 77 spaces   | Lot 9 : 187 spaces  |
|   | Lot 5 : 23 spaces   |   |

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**CATERERS CLEAN UP CHECKLIST**  
ATTACHMENT B

- \_\_\_\_\_ All items are removed from the kitchen and/or bar
- \_\_\_\_\_ All counters and serving spaces have been thoroughly wiped down
- \_\_\_\_\_ All trash has been bagged and placed in the appropriate dumpsters
- \_\_\_\_\_ Refrigerator, stove & microwave have been emptied and wiped clean
- \_\_\_\_\_ All appliances are turned off and wiped clean
- \_\_\_\_\_ Garbage disposal has been run and cleared of food and debris
- \_\_\_\_\_ Sinks have been wiped clean
- \_\_\_\_\_ Bar counters have been thoroughly wiped down (when applicable)
- \_\_\_\_\_ General walk-through of rented areas for forgotten items

The undersigned caterer agrees that the condition of the kitchen/bar is the same as it was at the start of the event.

Catering supervisor \_\_\_\_\_

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

Building supervisor: \_\_\_\_\_

Time out: \_\_\_\_\_

Supervisor notes: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_