

Owens Community College

PROCEDURES FOR USE OF OUTSIDE FOOD AND/OR CATERING ON CAMPUS

AVI Foodsystems is the dining service provider at Owens Community College and has the right of first refusal to all catering. If they indicated that they are unable to provide service, it is permissible to use outside sources for meal functions for meetings; however, all policies set by the College must be adhered to when determining a caterer or food supplier.

1. All individuals or groups who intend on serving food items must notify your facility scheduling office of this intent and supply the office with the name of the caterer or source of the food items.
2. All food items must come from a licensed operation. Due to health regulations, no home cooked food is permitted unless it is for a bake sale (See Bake Sale Procedures).
3. The individual group who has reserved the room in which food will be served is responsible for all coordination of the food, cleanup of the room following the meal and all pick up, drop off and set up of items delivered to the college relating to the meal.
4. If an outside caterer is used, it is the responsibility of the individual or group to contact the facility scheduling office regarding times that the food or catering items may be dropped off to the meeting location.
5. It is the responsibility of the individual or group that scheduled the room to ensure that all food, beverage and catering supplies are removed from the meeting room at the conclusion of the meeting.
6. All catering supplies are the sole responsibility of the individual or group.
7. If the caterer is in need of a water supply, coordination should be made through the facility scheduling office.
8. Caterers are not permitted to use the main kitchen areas, nor will they have access to refrigeration or warming equipment.
9. All food brought on to campus must be kept at acceptable temperatures in accordance with safe-handling guidelines. In other words, cold foods must be refrigerated and hot foods must be kept at minimally safe temperatures for hot foods.
10. All meeting rooms must be left in the condition in which they were found. Excessive clean up on the part of the College will result in an additional clean up fee assessed to the individual group that utilized the room(s).
11. Owens Community College reserves the right to take the temperatures of the food to be served when it arrives on campus to ensure that the food has stayed in the safe temperature zone (below 45 degree F. for cold foods and above 140 degree F. for hot foods). These times/temperature forms will be kept on file in case of any food borne illness reports.
12. In case of a reported instance of foodborne illness, the local Health Department will conduct a full investigation according to Board of Health guidelines. The investigation would include, but not be limited to the establishment(s) that provided the food. In accordance with the State Sanitary Code, all food borne illnesses must be reported to your local Health Department within 24 hours.
13. Bake Sales Procedures:
All applicable sanitation guidelines and health code regulations must be followed. In addition, the following guidelines must be adhered to:
 - Baked goods must be individually wrapped and labeled. Items such as pies and cakes must be covered with a lid or plastic wrap.
 - Labels must include the following:
 - Common name of the food product
 - Ingredients in descending order by weight
 - The following statement must be in no less than 10-point type “This product is home produced.”
 - No liquid refreshments may be sold; including coffee, tea, etc.
 - No electrical appliances such as warmers may be used.
 - The sale area must be kept in an orderly appearance throughout the sale period and must be restored to its normal appearance immediately following the sale.

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OFFSITE CATERING WAIVER

You must give sufficient advance notice (30 days preferred) for all College catered events supplied by off-campus catering companies, to enable the College to ensure that all policies are properly followed.

1. The catering contractor must provide evidence of the following coverage of insurance:

- Off-campus catering contractors must maintain during any event held on behalf of the College bodily injury and property damage liability insurance under a standard commercial general/automobile liability policy, which shall provide and include coverage on all catering company's operations, contractual liability, owned automobiles and non-owned or hired automobiles.
- Bodily injury liability limits shall be for an amount of not less than One Million Dollars (\$1,000,000) per person per injury, including wrongful death, and for an amount of not less than One Million Dollars (\$1,000,000) on the account of any one occurrence.
- Property damage liability insurance in an amount of not less than One Million Dollars (\$1,000,000) per person per injury, including wrongful death, and for an amount of not less than One Million Dollars (\$1,000,000) on the account of any one occurrence.
- Any combination of underlying commercial general and automobile liability coverage with umbrella/excess liability coverage which provides no less than Two Million Dollars (\$2,000,000) single limit bodily injury and property damage liability insurance for Catering Contractor also will be acceptable.
- Catering Contractor shall maintain and keep in force product liability insurance, public liability insurance, and Worker's Compensation insurance (covering employees of Catering Contractor).
- In the event that the College determined that the Catering Contractor has failed to fulfill the obligations defined above the College shall have the right to cancel and terminate the event agreement forthwith and without notice.

A Certificate of Insurance verifying the above coverage must be submitted to the College prior to the beginning date of the event.

2. A copy of the establishment's catering license must be submitted to the College prior to the beginning date of the event.

Catering Contractor is required to possess an off-premises catering license to transport hot food. The Catering Contractor must have proof of their current caterer's license on file at Owens Community College.

3. No food items can be used as ingredients in the menu items that do not come from approved sources.

All meats must be USDA inspected.

- Beef and veal shall be U.S.D.A. Grade Choice or better.
- Pork and lamb shall be U.S.D.A. No. 1.
- Poultry shall be U.S.D.A. Grade A.
- Shellfish must have the proper tags.
- Fresh fish and seafood shall be top grade; frozen fish and seafood shall be a nationally distributed brand, packed under continuous inspection of the U.S.D.A.
- Such items as cheeses, dairy products, and other high protein foods are of particular concerns.

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- Eggs -- fresh U.S.D.A. or State graded "A".
- Butter -- U.S.D.A. Grade "A" (92) score.
- Cheese -- U.S.D.A. Grade "A" for all graded cheese.
- Milk and Milk Products -- U.S.D.A. Grade "A".
- Fresh fruits and vegetables -- U.S.D.A. fancy to U.S.D.A. Number "1" shall be used for all graded fresh vegetables and fruit as a minimum specification.
- Frozen fruits and vegetables -- U.S.D.A. Grade "A".
- All other frozen foods – U.S.D.A. Grade "A" fancy. Dry stored items and canned goods -- Grade "A" fancy..
- Home canned or prepared items are not considered to be from an approved source.

4. Liability

Catering Contractor shall be responsible for all injury or damage of any kind resulting from or arising out of Catering Contractor's, subcontractors or any such operations or services as provided under the event agreement. In addition to the liability imposed upon Catering Contractor on account of personal injury (including death) or property damage suffered through the acts or omissions of Catering Contractor or its officers, employees, or agents, Catering Contractor assumes the obligation to hold the College harmless and to indemnify the College from every expense, liability, or payment including attorney's fees, resulting from or arising out of or through injury (including death) to any person or persons and damage to property regardless of who may be the owner of the property, arising out of or suffered through any act or omission of Catering Contractor or any subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them in the prosecution of the operations included in the event agreement, unless caused by the sole negligence of the College. The College will not be responsible in any manner for loss or damage to Catering Contractor's supplies, materials, or equipment or for any of Catering Contractor's employees' personal belongings brought onto the premises.

5. Contracting Requirements

- **Equal Employment Opportunity:** The Contractor and any Subcontractor or person acting on behalf of the Contractor or any Subcontractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, sexual orientation, Vietnam-era veteran status, ancestry, or national origin. The Contractor will ensure that applicants are hired, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, sexual orientation, Vietnam-era veteran status, ancestry, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, sexual orientation, Vietnam-era veteran status, ancestry, or age. The Contractor will incorporate the foregoing requirements of this paragraph in all contracts for any of the work prescribed herein or to be performed in connection with the Contract and will require all of its Subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work. Contractor's facilities must meet the requirements of law to ensure accessibility to the disabled.

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- **Unresolved Finding for Recovery:** The College is prohibited, pursuant to §9.24, from contracting with any Contractor against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is unresolved. Contractor warrants that it is not subject to an “unresolved” finding for recovery under O.R.C. 9.24. If the warranty is deemed to be false, this Contract is void *ab initio* and the Contractor must immediately repay to the College any funds paid under this Contract. If at anytime during the RFP process the Contractor appears on the Auditor’s Findings for Recovery Database, such Contractor’s response shall be disqualified and any contract award rescinded.
- **Responsibility for Claims/Agreement to Hold Harmless:** The Contractor agrees to indemnify, including the costs of defense, and save harmless the College, its officials, agents, and employees from any and all liabilities, claims, losses, expenses, and damages of any nature resulting to any person, firm, corporation or property due to the wrongful or negligent malfeasance, misfeasance, or nonfeasance of the Contractor's employees, agents, and Subcontractors during the performance of the contract.
- **Federal, State, and Local Law Compliance:** The selected vendor shall, in the performance of services pursuant to this RFP, fully comply with all the applicable federal, state and local laws, rules, regulations, or ordinances, and shall hold the College harmless from any liability from failure of such compliance.
- **Conflict of Interest:** Contractor, along with its officers, members and employees, have no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree the discharge and fulfillment of its functions and responsibilities under this Contract. Contractor agrees to periodically inquire of its officers, members and employees concerning such interests. Any person who acquires an incompatible, compromising or conflicting personal or business interest shall immediately disclose his or her interest to the College in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless the College shall determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- **Ohio Ethics Law:** Contractor certifies that no member, agent, or employee of the College has or will benefit financially or in any manner inconsistent with Ohio's Ethics laws, Revised Code Chapter 102, from any resulting contract. Any contract arising from this RFP may be terminated by the College if it is determined that any gratuities of any kind were either offered to or received by any of the College's officials, employees or families from the Contractor, his agent, or employees. Contractor further agrees to refrain from promising or giving to any College employee anything of value that is of such a character as to manifest a substantial and improper influence upon the employee with respect to his or her duties.
- **Drug-Free Workplace:** Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace. Contractor shall make a good faith effort to ensure that all Contractor employees will not purchase, use or possess illegal drugs or alcohol or abuse prescription drugs while engaged in any activity relating to this Contract.
- **Observance of College Rules and Regulations:** Contractor agrees that at all times its employees will observe and comply with all regulations of the College, including but not limited to parking and security regulations.

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- **Permits, Licenses, Taxes, and State Registration:** The Contractor shall obtain all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of the State of Ohio, its political subdivisions, and any other states or governmental subdivisions in which work under this Contract is performed. The Contractor must furnish appropriate certification of existence or certification of authority to conduct business in the State of Ohio (i.e. a certificate of Good Standing) as a condition of contract award. The certification of existence or certification of authority shall be obtained from the Secretary of State. If the Contractor becomes disqualified from doing business in Ohio, it must immediately notify the College and cease performance hereunder until the disqualification is removed. The Contractor must advise the College of all address changes.
- **Eligibility:** Public or private corporations, agencies, organizations or associations may submit proposals to contract for this evaluation study. Applicants must be legally qualified to do business with the State of Ohio. Bidders that do not meet these qualifications will be disqualified.

I have read the Procedures and waiver for Offsite Caterers and I hereby waive and release any rights, actions, or claims against Owens Community College, their subsidiaries and affiliates, for any liabilities and damages, including any food-borne illnesses and death, arising out of or in connection with Client's use of its own food or consumption of products not provided by Owens Community College.

Catering Representative's Signature

Date

Print Name

Company Name