OLD DOMINION UNIVERSITY
IDEA FUSION

**Department of Procurement Services**

# GUIDELINE #15-05-2011: PURCHASE OF CATERING SERVICES

## I. Purpose:

The purpose of this guideline is to clearly define the process, approval flow and required documentation to be used for ensuring that catering expenses are appropriate, budgeted, received in accordance with the catering confirmed order, and that such catering services meet the mission of the University while providing appropriate controls and enhancing the use of the Purchasing Card (PCard) program resulting in increased administrative efficiency for the University and effective use of the PCard with the catering program. This guideline will also ensure prompt payment of the catering contract vendor.

## II. Background:

Aramark Educational Services ("Aramark") is the University's competitively selected contract vendor to provide catering services (i) for the University's Norfolk campus location, and (ii) for the Chartway Arena, whereby "catering" means "food and/or beverage and/or service(s) related to same as provided by Aramark for University sponsored events and programs on property owned or leased by the University and funded though University accounts.

## III. Definitions:

A. **Department** is the university agency, college, department, office, or school to which the proposed catering services are related.

B. **Aramark** is Old Dominion University's Catering Services contract vendor.

C. **Catertrax** is the online program used to electronically confirm catering services requests.

D. **Per Diem** is the meal rate established by the Commonwealth Department of Accounts.

E. **Works** is Bank of America's electronic PCard reconciliation system.

## IV. Specific Requirements:

### A. Transaction Processing - <$5,000:

1. **Purchasing Charge Card Cardholders:**
   a) To the extent feasible, all catering services that are to be paid for with University funds (to include discretionary funds) must be processed via the Purchasing Card (PCard) up to the Cardholders transaction limit.

b) Authorized personnel shall complete the order on Catertrax. Order form must be printed and obtain authorized signature. Completed order form is to be returned to Aramark Catering via fax or email. Department maintains the catering form in the department's file to be attached to the associated PCard reconciliation report.

c) Aramark shall confirm catering order via email.

d) Aramark provides services as detailed on approved ordering form.

e) Department shall have five (5) business days after receipt of services to contact Aramark with any disputes that would change the amount to be charged from that of the confirmed order. Any department disputing a charge should contact Aramark directly to resolve.

f) If charges are within the cardholder's per transaction limit department shall make payment via PCard within five (5) business days of receipt of services.

g) Aramark should notify Contract Administrator and Department of invoices not paid within seven to ten (7-10) business days of receipt of services.

h) Aramark shall provide ordering departmental representative (Cardholder) with a receipt.

i) The Cardholder shall electronically reconcile catering charges in WORKS and shall upload into WORKS (i)Aramark receipt(s), (ii) confirmed Catertrax order(s) and Monarch Catering Form(s), and (iii) other related catering event documents, as applicable.

2. **Non-Cardholders:**

a) Complete catering order in Catertrax, to include appropriate budget code and authorized signature.

b) Submit purchase requisition in eVA, selecting PO Category ***X02***.

c) eVA purchase requisition should be submitted with the quantity listed as a number equal to the total dollar quote provided by Aramark, and a unit price equal to $1.

d) Electronically attach signed catering request form to purchase requisition. Upon approval, Department shall provide Aramark with the purchase order number.

e) Upon receipt of service from Aramark, departmental representative shall enter an electronic receiver in Banner.

f) Aramark shall submit a proper invoice to invoice@odu.edu with copy to the department, which shall include the eVA purchase order number.

B. **Transaction Processing – >$4,999.99:**

1. All University Departments are required to follow this process for Aramark catering services ≥$4,999.99.
2. Complete catering order in Catertrax, to include appropriate budget code and authorized signature.
3. Submit purchase requisition in eVA, selecting PO Category ***X02***.
4. eVA purchase requisition should be submitted with the quantity listed as a number equal to the total dollar quote provided by Aramark, and a unit price equal to $1.
5. Electronically attach signed catering request form to purchase requisition. Upon approval, Department shall provide Aramark with the purchase order number.
6. Upon receipt of service from Aramark, departmental representative shall enter an electronic receiver in Banner.
7. Aramark shall submit a proper invoice to invoice@odu.edu with copy to the department, which shall include the eVA purchase order number.

C. **Documentation:**

1. **Cardholders:**
   Aramark receipt(s), confirmed Catertrax order(s) and signed Monarch Catering Form(s) shall be attached to the PCard ODU Reconciliation Report and centrally maintained by the Department for audit purposes.
2. **Non-Cardholders:**
   Aramark confirmed Catertrax order(s), signed Monarch Catering Form(s) and the purchase order(s) or PA01 form shall be centrally maintained by the Department for audit purposes.

***Notes:***

i. *Catering purchases using Ledger 1 funds shall be within the Department of Accounts (DOA) established per diem rates. Any charges over 150% of the per diem rate must be allocated to discretionary funds.*

ii. *DOA per diem rates can be located: https://ww1.odu.edu/facultystaff/university-business/travel/per-diem*

iii. ***No alcohol** can be charged to the PCard. All alcohol charges must be processed via eVA purchase order or PA01 form.*

iv. Signature on the catering request form by the Authorized Budget Authority certifies that meal expenses were business-related, involved a substantive and business discussion, are appropriate, budgeted for and meet the mission of the University.

D. **OUTSIDE CATERER PROCESS:**

1. If Aramark is unable to provide any requested catering services and/or the Department wants to use an ***Outside Caterer,*** the Department must submit to Auxiliary Business Services for review and approval the *Outside Caterer/Restaurant Application* (Outside Caterer Application), attached herein as *Exhibit A.*

2. The “Outside Caterer Application” must also include:
   a) A completed *Outside Caterer/Restaurant Waiver Policy* (Outside Caterer Waiver Policy), attached herein as Exhibit B; and
   b) The *Outside Caterer/Restaurant Guidelines* (Outside Caterer Guidelines), attached herein as Exhibit C.
3. Upon approval from Auxiliary Business Services to use an ‘Outside Caterer’ for any event held on campus, Department shall Aramark with the associated approval documentation and/or approved Caterer Waiver Policy.
4. All approved Outside Caterers that provide on-campus catering must have:
   a) A current business license;
   b) A current Commonwealth of Virginia Department of Health permit; and
   c) A current Certificate of Insurance issued by a company authorized to do business in Virginia, and the insurance certificate must:
      1) Name the Commonwealth and Old Dominion University as ‘additional insureds’; and
      2) Meet the following insurance coverage and limits:
         i Worker's Compensation - Statutory requirements and benefits;
         ii Employer's Liability - $2,000,000 per occurrence;
         iii Commercial/Comprehensive General Liability - $1,000,000 Combined single limit;
         iv Umbrella/Excess Liability - $5,000,000; and
         v Automobile Liability - $500,000 Combined single limit

E. All Department of Procurement Services purchasing guidelines, policies and procedures shall apply to all Vendors that may provide Outside Catering services, specifically those guidelines, policies and procedures related to the (i) eVA business plan, (ii) SWaM program, and (iii) PCard Program.

F. The Department of Procurement Services retains contract signatory authority, and all contract agreements for Outside Caterers must be forwarded to Procurement Services for review and approval.

***EXHIBIT A***

OLD DOMINION UNIVERSITY
MONARCH DINING

Old Dominion University
**2101 Webb Center**
**Norfolk, VA 23529**

# OUTSIDE CATERER/RESTAURANT APPLICATION

Any group desiring to use an outside caterer/restaurant for an event in Webb Center (or any academic building) can submit an application to the Monarch Dining office at 2101 Webb Center. Applications are available online via the Catering tab at www.odu.edu/monarchdining, in the Monarch Dining office (2101 Webb Center) and in the Catering office located directly behind the Webb Center's Information Desk.

Applications will be reviewed on a first come, first served basis. Groups granted the right to bring in a caterer/restaurant for an event will be notified upon selection. All applications need to be in by the first Friday of every month for events scheduled in the next month or subsequent months. They will be reviewed at the DAG meeting which is held the 2nd Tuesday of every month.

DAG can declare up to one outside caterer/restaurant per month from groups that have completed any packets. Any group granted an outside caterer/restaurant in Webb Center will be required to pay all expenses associated with catering such an event to include setup and cleanup.

- The application packet should include the Outside Caterer/Restaurant Application, the Outside Caterer/Restaurant Waiver Policy as well as the Outside Caterer/Restaurant Guidelines. Any application that does not have these components will be rejected and not considered. Failure to comply with the regulations will be subject to sanction for the restaurant used, student organization and co-sponsoring office up to a loss of privileges for a 12 month period.

OLD DOMINION UNIVERSITY
MONARCH DINING

Old Dominion University
**2101 Webb Center**
**Norfolk, VA 23529**

# OUTSIDE CATERER/RESTAURANT APPLICATION

**Today's Date: _____**

**Event:** _____

**Date of Event:** _____ **Alternate Date:** _____

**Restaurant(s) Requested:** _____

**Student Organization:** _____ **Authorized Signator:**_____

**Office Co-sponsor (required):**_____ **Authorized Signator:**_____

**Event Start Time:** _____ **Event End Time:** _____

**What is the event?**

_____

_____

_____

**Who is the public (ODU Community, Students, Faculty,Staff, Local Community, Other)?**

_____

**Expected Attendance:** _____

**Contact Information:**

**Name:** _____

**Address:** _____ **Organization/Dept:** _____

**Office/Cell Phone:** _____ **Fax:** _____

**Email Address:** _____

## *EXHIBIT B*

# OUTSIDE CATERER/RESTAURANT WAIVER POLICY

This agreement is made on the _____ day of _____, 20_____
by _____, on behalf of ARAMARK at Old Dominion University.

**Indemnity:** This outside caterer/restaurant has entered into an agreement with ARAMARK at Old Dominion University whereby the outside caterer/restaurant will provide certain food and non-alcoholic beverage services, to be held in the Webb Center or _____ (academic building) on the campus of Old Dominion University.
Outside caterer/restaurant agrees to indemnify, defend and hold harmless ARAMARK and its subsidiaries and employees against any liabilities.

**Insurance:** Prior to the event, outside caterer/restaurant shall obtain and maintain insurance for the period in which it shall provide service in Webb Center or _____ (academic building). A certificate of insurance evidencing such coverage and naming ARAMARK as an additional insured will be supplied 7 days before the event:

**Comprehensive general liability:** No less than $1,000,000

**Worker's Compensation:** as required by law

**Excess Liability:** $5,000,000

**Food Service:** Outside caterer/restaurant shall comply with all applicable laws and regulations with respect to its handling and service. Outside caterer/restaurant shall obtain all permits and licenses required in connection with service of food and beverages. A copy shall be provided no later than 7 days before the event.

**Alcoholic Beverages:** Outside caterer/restaurant acknowledges that it is prohibited from engaging in the sale and service of alcoholic beverages. In Witness Whereof, the outside caterer has executed this agreement on the date set forth above.

**Facilities:** Organization agrees that it will receive no use of food service facilities, equipment, services, products and staff in preparation for and execution of event.

**Terms:** Outside caterer/restaurant agrees that it will adhere to all attached policies.

**Outside caterer:** Name _____

Address _____

**By (signature):** _____

**Name (print):** _____

# *EXHIBIT C*

# OUTSIDE CATERER/RESTAURANT GUIDELINES

## A. GENERAL

A.1 The following guidelines are established to assist in planning University events serviced by an outside caterer to provide catering services. These guidelines apply to University departments/programs and recognized student organizations.

A.2 University departments may only use those outside caterers that meet the University's business and insurance requirements.

A.3 The decision to allow for the respective department/program or student organization to select the type of outside caterer for their function based upon limitations set forth in catering requests and the relevancy to the University department/organization or student organization will be determined by the DAG (Dining Advisory Group)

A.4 Departments/programs and registered student organizations making arrangements for outside caterers will be held responsible for any damages and additional expenses incurred by the negligence of the outside caterer.

A.5 Please note that if these guidelines are not satisfactorily adhered to, your Department/organization may not be permitted to utilize outside caterers for future events.

A.6 The University requires outside caterers to adhere fully to the University policies and procedures. Outside caterers must comply with Norfolk Public Health Department Food Requirements, which include but are not limited to sanitation, hygiene, and temperature.

A.7 Outside caterers/University departments/programs/organizations are required to furnish the following information to the Committee with the application. It is not ARAMARK's responsibility or the Committee's to procure:

- Full listing of products/services/menus to be provided with a list of association charges.
- Copy of Signed Agreement between the off-campus outside caterer and the sponsoring University department/organization.
- Outside Caterer/Restaurant Waiver Policy

A.8 Outside caterers are restricted from providing any and all alcoholic beverages.

## B. OPERATIONAL DOCUMENTATION

B.1 Outside caterers must provide evidence of current and valid business license.

B.2 Outside caterers must provide evidence of the following insurance coverage along with the application:

- Commercial General Liability insurance in the amount of a minimum of $1,000,000.00 per incident.
- Automobile Liability Insurance covering bodily injury and property damage of at least $500,000.00.
- Statutory Workers' Compensation with an Employers' Liability limit per state guidelines

B.3 If requested copies of a current and valid business license, health permit and certificates of insurances are not completed and received with the application, the application will not be considered by DAG.

B.4 Outside caterers must provide a 30 day advance written notice to the University of any modification, change, and cancellation to the insurance coverage.

B.5 All drivers transporting food and equipment must hold a valid driving license.

B.6 Outside caterers providing food and/or beverages must provide a copy of their current and valid health permit.

## C. OPERATIONAL REQUIREMENTS

C.1 Prior to the function all food is to be stored and prepared at theoutside caterer's permitted food establishment or other approved food facility.

C.2 Outside caterers are restricted from providing any and all home prepared foods.

C.3 On-site kitchen facilities are not available. All food provided by Outside caterers must be prepared/heated off-site and delivered. **No food may be prepared on the premises**. However, based upon availability, a staging area may be made available. That should be coordinated through the scheduling office. Off-campus outside caterers must be entirely self-sufficient.

C.4 At all times the Outside caterer has control over the food, including periods of storage, preparation, transportation and service, all food shall be adequately protected so as to be maintained free of contamination, adulteration, and spoilage.

C.5 Outside caterers are responsible for providing all the equipment required for servicing the event; including all equipment for food handling, food presentation, and food service. This is to include, but not limited to:

Flatware, Glassware, China, and Linens
Disposable Plates, Flatware, Napkins, and Cups
Serving Platters, Trays, and Serving Utensils
Food Chafers and Warmers
Food Holding Equipment – Warmers and Coolers

C.6 Outside caterers are required to make arrangements with the appropriate University department/program/student organization in advance to schedule delivery, setup and removal of all equipment and products provided by the outside caterer.

C.7 Final set-up arrangements from the caterer must be submitted to the appropriate University department/program/student organization (7) days in advance of the event. Please see photos on equipment pricing page.

C.8 Outside caterers are responsible for the setup and breakdown of all of their equipment. All equipment must be removed from campus immediately following the conclusion of an event.

C.9 Outside caterers are responsible for clean-up and trash removal immediately following the conclusion of an event.

C.10 All trash/food debris must be contained in appropriate waste bags and removed from buildings in a manner that prevents spillage or drips on the way to the disposal point.

C.11 Outside caterers are required to provide any and all staffing to facility the setup, function time, break-down and clean up of their scheduled event.