I. California State University Bakersfield (CSUB) has two preferred food and beverage providers for the campus community, Aramark and Togo’s. The two providers are recommended for any catering function or affair on campus, but approved off-campus caterers may be used as described in this policy.

A. All off-campus caterers are subject to the approval process through the University Event Scheduling (UES) Office.

1. Off-campus caterers are required to provide evidence of insurance in accordance to limits described in the insurance section of this document. These limits have been set in accordance with CSUB’s Safety and Risk Management insurance parameters. This must be updated and reviewed on an annual basis.

2. Additional certifications, licenses and permits, as well as copies of the three most recent public health scores are required.

3. Off-campus caterers are required to accept and abide by CSUB’s Campus Solicitation Policy.

4. Off-campus caterers are required to accept and abide by CSUB’s Pepsi Contract (see FAQ’s for details regarding university beverage contract).

5. CSUB will review all off-campus caterers’ performance on an annual basis as part of the renewal process.

6. CSUB reserves the right to approve or reject any application or renewal of an off-campus caterer.

7. CSUB’s Office of Events (OE) maintains on its website a list of University approved off-campus caterers. You can visit www.CSUB.edu/events for this information.

8. There is no exception to the approved list of off-campus caterers or service providers (i.e. you may not use any off-campus caterer that is not on the approved list for any campus catering needs).

9. Off-campus caterers are required to submit monthly tracking reports to Campus Services including but not limited to: dates of catering, groups catered to, level of catering service, quantity catered for etc.

10. Off-campus caterers providing services to University units are responsible for all staffing, equipment, small wares (e.g., serving utensils, thermoses, bowls, linens, etc.), proper food storage, preparation, holding, clean-up, and trash removal from the facility.
12. Off-campus caterers will not be authorized to use production facilities, kitchens, or pantries furnished and/or managed by Aramark or Togo’s.
   a. Those facilities are:
      1. Runner Café
      2. Dining Commons
      3. Wahoo’s Fish Taco
      4. Togo’s in Science III

13. Off-campus caterers may have limited use of the warming kitchen facilities, ice machines, etc.

14. Approved off-campus caterers are not permitted to use their campus catering status in any type of advertising for their business.

15. Use of officially registered logos and trademarks of CSUB University is strictly prohibited by off-campus caterers unless approved by CSUB’s Office of Public Affairs and Communications.

II. Campus departments are permitted to order catering (for pick-up or delivery) through any of the approved off-campus caterers. There is no exception to the list of service providers.

A. Departments using off-campus caterers are responsible for the following:
   1. Ensuring compliance with the University Pepsi Beverage contract.
   2. Ensuring compliance with not using production facilities, kitchens, or pantries furnished and/or managed by Aramark or Togo’s (see I, 12, a. of this document for specific areas).
   3. Ensuring compliance with CSUB’s Campus Solicitation Policy.
   4. Ensuring compliance of proper clean-up and disposal of trash, etc. from the event.
   5. Off-campus caterers must pick up immediately following the event unless arrangements are made in advance with the facility coordinator where the event is being held.
   6. Departments will be charged custodial fees if the facility is not properly cleaned up by the off-campus caterer or the hosting department.
   7. Ensuring compliance with Alcohol Beverage Use on Campus Policy.
   8. Departments wanting to utilize off-campus caterers are responsible for making sure that the facility where their event is being held will allow off campus caterers to cater events.
   9. Departments using off-campus caterers are responsible for notifying the appropriate campus units for the following services (if applicable):
      a. Facility lock and unlock
      b. Table and chair order and setup/breakdown
      c. Media services and equipment
      d. HVAC services
B. Frequently Asked Questions

1. **When do I need to use a CSUB approved caterer?**
   Any function on campus where food and/or beverages is offered and purchased with University funds must use a CSUB University approved caterer.

2. **Why do I need to use a CSUB approved caterer?**
   CSUB has a responsibility to manage the risks associated with all activities that take place on campus. Accordingly, the University has determined that the approved caterers meet standards for liability and other business insurance, business license, health department certification, and have had regular Kern County Health inspections. It is anticipated that meeting these criteria will safeguard University students, faculty, staff, administration, and guests.

3. **What if I want to use a caterer not on the approved list?**
   Caterers may be added to the approved list after appropriate due diligence by the Event Scheduling Office each spring. For more information on the process please contact the Office of Events at 661-654-6034 or visit www.CSUB.edu/events.

5. **How can I pay for catering expenses?**
   The preferred method of payment is by check or credit card.

6. **What is the University’s Pepsi Beverage Contract?**
   The University has a contract with Pepsi Bottling of California for exclusive beverage pouring and representation rights on campus. The contract requires the University to only offer approved Pepsi products, stating that, “Only Pepsi Beverages will be served, distributed, sampled, or otherwise made available on campus.” All University units and departments are required to abide by this contract when purchasing beverages through an approved caterer.

C. Approved University Caterers

1. Aramark – Rebecca McAfee, 661-654-2740
2. Togo’s – 661-654-3663

III. Self Catering and Pre-packaged Foods

Groups wishing to self-cater their own events may do so with prior approval. Self-catering is defined as use of pre-packaged food and beverage brought into an event by members of the sponsoring organization. Groups self-catering their event are responsible for clean up. Failure to do so will result in a cleaning fine.

A. **Cleaning Fees may be assessed for not doing the following:**
   1. Picking-up and proper disposal of garbage
   2. Removing all leftover food/beverage items
   3. Cleaning and wiping down all furniture (no sticky tables, chairs, etc.)
   4. Immediately notify the Facility Coordinator of any spills and stains on carpets and floors.

B. Groups who fail to conduct the minimum standard cleaning requirements will be billed for cleaning expenses. The estimated minimum cleaning fees are:

1. DLDC - $50
2. Student Union - $50
3. Stockdale Room - $50
4. Icardo Room - $50

C. In the event cleaning labor exceeds the estimated minimums established, groups will be billed for the actual expenses. The need to charge is dependent upon the scope of the reservation.

D. Student Organizations Procedures for food/Catering on Campus

Student Organizations wishing to supply their own food/beverages for an event on campus will need to adhere to the guidelines listed below.

1. CSUB Student Organizations must be officially recognized by the office of Student Involvement and Leadership (SIL).
2. Recognized student organizations may hold an on-campus event by submitting an event approval form to Student Involvement and Leadership (SIL) at least two (2) weeks prior to the event date. The event must go through a review process to obtain approval.
3. Contact Student Involvement and Leadership for more information regarding hosting events on campus.
4. The following is a list of Food and Beverage Options:
   a. Grocery/Outlet Super Store-purchases from Costco, Sam's Club, Smart n Final, Trader Joe’s or any local grocery store, only the top portion of the form needs to be filled out. The documents such as the liability insurance, health permit, inspection report, etc., will not need to be submitted. Instead, an itemized list of what is being purchased needs to be submitted along with the Catering Proposal Approval Form.
   b. Recognizable "To-Go" Restaurant-e.g. Dominos or Me&Ed's Pizza, the documents listed above will not need to be submitted. However an itemized list of what is being purchased and the total cost must be submitted along with the Catering Proposal Approval Form.
   c. Outside Catering Company/Restaurant requires liability insurance, health permit, inspection report, etc., must be submitted for approval.
   d. Beverages -Pepsi products are the only brand allowed at on-campus functions -Aquafina is the Pepsi brand of water.

IV. Catering Insurance and Permit Requirements

To provide food service and/or catering to any location at the CSUB campus, or at an off campus event sponsored by the University, caterers must meet the minimum requirements listed below and provide the following:

A. CSUB requires a certificate of insurance from all Contractors/Vendors.
   An underwriter’s endorsement is also required with additional insured verbiage and the A.M. Best’s rating, as stated in items 1 & 2, on Public Liability and Vehicle Liability Insurance. The insurer will not cancel insured’s coverage without thirty (30) days prior written notice to CSUB.
B. An amendatory endorsement to the General Liability Policy (see attached example). The endorsement to the policy of insurance will include additional insured verbiage as follows:

1. “The State of California, The California State University Bakersfield The California State University Bakersfield Foundation, The Student Union Inc., and each of their trustees, employees, officers, agents, related entities and duly authorized volunteers individually and collectively are named additional insured.”

C. The insurance must be placed with insurers with a current A.M. Best’s rating of no less than A: VII and be listed on the endorsement. Ratings of less than A: VII must be agreed to in writing by CSUB’s Office of Safety and Risk Management (designated organization with oversight for food services).

D. Agree to Indemnify and Hold Harmless CSUB and its related entities.

E. For Caterers Only:

1. Receive and welcome a visit from our Safety and Risk Manager (or designee) and allow for full inspection of your catering operation and kitchen.

2. Provide evidence of licensures, health and safety certifications and other additional requirements:
   a. Evidence of licensure to operate a catering business in the County of Kern.
   b. Evidence of a seller’s permit.
   c. Evidence of a health permit.

V. Contractor/Vendor Insurance Requirements

1. General Liability and Property Damage Insurance: Contractor/Vendor shall procure and maintain during the term of this Agreement public liability insurance in an amount not less than $1,000,000 per occurrence, $2,000,000 aggregate, and include bodily injury, personal injury and property damage. Evidence must include an underwriter’s endorsement (see attached example).

2. Vehicle Liability Insurance: Contractor/Vendor shall also procure and shall maintain during the term of this Agreement vehicle liability insurance in an amount not less than $1,000,000 per occurrence for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than $1,000,000 for each accident and property damage insurance in an amount of not less than $1,000,000.

3. Workers’ Compensation and Employer’s Liability Insurance: Contractor/vendor shall secure payment of Workers’ Compensation to contractor’s/vendor’s employees in accordance with Labor Code Section 3700 et seq., as well as no less than $1,000,000 of Employer’s Liability Insurance, per occurrence.

4. Liquor Liability (Caterers involved in alcohol service only): Contractor/Vendor shall procure and maintain no less than $1,000,000 of
Liquor Liability coverage, per occurrence, if providing alcohol-related services to University.

5. Signed Indemnity and Hold Harmless Agreement (see attached).

6. **Please remit certificates, endorsements, and evidence that you meet all of the above requirements to:** CSUB Risk Management
   9001 Stockdale Hwy, MAILSTOP, Bakersfield, CA 93311 – Phone: 661-654-2066

**HISTORY:** August 24, 2010

**REVIEWED:** Laura Catherman, Director of Student Union; Juli Smith, Interim Director of Safety and Risk

**REVISION:**
CALIFORNIA STATE UNIVERSITY BAKERSFIELD
INDEMNIFICATION AND HOLD HARMLESS FROM LIABILITY AGREEMENT

Name of Company: _____________________________________________________________
Services Provided: __________________________________________________________________

Service Location: All locations on the campus of California State University Bakersfield; including Antelope Valley location, Student Union office and the President’s residence.

I, on behalf of ___________________________________________, affirm that we will hold harmless, indemnify, and defend the State of California, the Trustees of the California State University, the California State University Bakersfield, California State University Bakersfield Foundation, Student Union, Inc. and the officers, employees, related entities, duly authorized volunteers, and agents of each of them (University) from and against any and all liability, loss, damage, expense, costs of every nature, and causes of action, except for the sole negligence or willful misconduct of University, arising out of or in connection with our use of the property referenced above in the provision of services. The undersigned affirms s/he is authorized to bind the above organization/ individual.

____________________________________________________________________________
Signature        Date
____________________________________________________________________________
Print Name        Print Title
____________________________________________________________________________
Business Address        Phone Number

Please return to: CSUB Office of Events
9001 Stockdale Highway, 19AW
Bakersfield, CA 93309
Office: 661-654-6034
Fax: 661-654-6915