



Reynolds School District
Administration Offices
1204 NE 201st Avenue
Fairview, OR 97024
503.661.7200 • FAX 503.667.6932

Reynolds School District

REQUEST FOR QUOTATION

For

District-wide Nutrition POS (Point-of-Sale) System

PROPOSALS DUE: January 9, 2017, by 12:00 p.m., Pacific Time

SUBMIT ELECTRONIC QUOTATIONS IN PDF FORMAT TO:

rsd_rfp@rsd7.net

or deliver via USB flash drive to:

Reynolds School District (RSD) District Office
RFQ: District-wide Nutrition POS (Point-of-Sale) System
1204 NE 201st Ave.
Fairview, Oregon 97024

Delivered and mailed quotes should be sealed in an envelope clearly listing firm name RFQ Title. If using mail, the method of mailing should be First Class Mail. Quotes will be time-stamped upon receipt.

Refer questions in writing to:

Rachel Hopper
Chief Financial and Operations Officer
Email: rsd_rfp@rsd7.net

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PROPOSAL TERMS AND CONDITIONS

CERTIFICATION AS AN EEO AFFIRMATIVE ACTION EMPLOYER – All proposers must be certified as Equal Employment Opportunity Affirmative Action Employers.

BUSINESS LICENSE AND REGISTRATION – Successful Proposers shall obtain a current Business License, and shall be in compliance with regulations regarding conducting business in the State of Oregon prior to execution of the Purchase Agreement and commencement of the work.

ADDENDA – If, in the opinion of the Chief Financial Officer, additional information or interpretation is needed by the Proposers, an addendum will be issued. Any addendum or addenda issued by the Chief Financial Officer that may include changes, corrections, additions, interpretation, clarification, or information, and issued seventy-two (72) hours or more before the scheduled closing time for filing proposals, Saturday, Sunday and legal holidays not included, shall be binding upon the proposer. RSD shall supply copies of such addenda on the District Web Site and to all proposers who have obtained copies and are on the plan holder list of the RFQ documents for the purpose of responding thereon, but failure of the Proposer to receive or obtain such addenda shall not excuse the Proposer from compliance therewith if awarded the Purchase Agreement.

COST OF RESPONDING – This Request for Proposal does not commit RSD to pay any costs incurred by any Proposer in the submission of a response, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the RFQ.

LATE PROPOSALS – Proposal responses received after the scheduled closing time for filing will be returned to the Proposer unopened. It is the responsibility of the Proposer to ensure their proposal is submitted in the proper form and in accordance with the time, date, and location specified in the RFQ.

CANCELLATION – RSD reserves the right to modify, revise, or cancel the RFQ. Receipt and evaluation of proposals or the completion of interviews does not obligate RSD to award a Purchase Agreement.

REJECTION OF PROPOSALS – RSD reserves the right to reject any or all responses to the Request for Proposal if found in the District's best interest to do so.

GOVERNING LAW - The provisions of any Purchase Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of law provisions. Any action or suits involving any question arising under this Purchase Agreement must be brought in the appropriate court in Multnomah County Oregon. All statutory, charter and ordinance provisions that are applicable to public contracts in the State of Oregon shall be followed with respect to this Purchase Agreement. In connection with its activities under this Purchase agreement, Contractor shall comply with all applicable federal, state and local laws and regulations.

All statutory, charter and ordinance provisions applicable to public contracts in the State of Oregon shall be followed with respect to this Purchase Agreement. The following additional conditions apply to this solicitation and any resultant purchase order or Purchase Agreement: Appendix A as attached hereto.

AMERICANS WITH DISABILITIES ACT COMPLIANCE – Proposers agree that if awarded a Purchase Agreement, the Contractor will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. If any Proposer requires special assistance or auxiliary aids during the proposal, evaluation or award process, please notify the RSD Administration office (503) 661-7200 at least two (2) business days prior to the required assistance.

SPECIAL CONDITIONS – Where special conditions are written in the Request for Proposal, these special conditions shall take precedence over any conditions listed under these Proposal Terms and Conditions.

PUBLIC RECORDS – Any information provided to RSD pursuant to this RFQ shall be public record and subject to public disclosure pursuant to Oregon public records laws ORS 192.410 to 192.505 and (for construction) PCC 5.34.470; OR (for G&S) 5.33.470; OR (PTE) 5.68.090

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RSD considers proposals submitted in response to this RFQ to be submitted in confidence only until the District's evaluation is complete, and agrees not to disclose proposals until the District has completed its evaluation of all proposals and publicly announced the results.

The general requirement for public disclosure is subject to a number of exemptions. When preparing a proposal submission, a proposer must plainly mark each page containing information deemed by the proposer to remain exempt from public disclosure after proposals have been evaluated (e.g., pages containing trade secret, economic development information, etc.). A summary of the redactions shall be placed with the redacted version of the proposal response.

The fact that a proposer marks and segregates certain information as exempt from disclosure does not mean that the information is necessarily exempt. Any portion of a proposal that the proposer claims as exempt from disclosure must meet the requirements of ORS 192.501(2) and ORS 192.502(4). The District will make an independent determination regarding exemptions applicable to information that has been properly marked and redacted. Information that has not been properly marked and redacted may be disclosed in response to a public records request. When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed.

Unless expressly provided otherwise in this RFQ or in a separate communication, the District does not agree to withhold from public disclosure any information submitted in confidence by a proposer unless the information is otherwise exempt under Oregon Law. The District considers proposals submitted in response to this RFQ to be submitted in confidence only until the District has completed its evaluation of all proposals and publicly announces the results.

If the District refuses to release the records, the proposer agrees to provide information sufficient to sustain its position to the District Attorney of Multnomah County, who currently considers such appeals. If the District Attorney orders that the records be disclosed, the District will notify the proposer in order for the proposer to take all appropriate legal action. The proposer further agrees to hold harmless, defend, and indemnify the District for all costs. Expenses and attorney fees that may be imposed on the District as a result of appealing any decision regarding the proposer's records.

ORAL INSTRUCTIONS – Oral instructions or information concerning the RFQ documents or the project given out by officers, employees, or agents of the District to prospective Proposers shall not bind the District. Any changes or revisions to the specifications shall be binding only if issued in writing by the District by addendum. The District reserves the right to officially amend or cancel an RFQ after issuance.

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SECTION A GENERAL INFORMATION

- 1. SCOPE OF WORK** Reynolds School District (RSD) is requesting quotes for a Nutrition POS (Point-of-Sale) System. The District prefers that the system be fully integrated with Inventory Management, Order Processing, and Menu Planning functionalities.
- 2. QUOTE INVITATION** This document constitutes an invitation for competitive quotes. This RFQ will result in the award of a Purchase Agreement, for the purchase of items which are in accordance with the Scope of Work.

SECTION B SCOPE AND SPECIAL INSTRUCTIONS

SPECIFICATION AND TECHNICAL REQUIREMENTS

- 1. Software:**
 - Software must be compatible with the latest version of Chrome, Firefox, and Safari browsers.
 - Software must be compatible with Windows and OS X operating systems; iOS compatibility is also preferred.
 - Vendor must itemize all software and hardware requirements for system.
- 2. Pin Pads and Scanners:**
 - Response must include a list of compatible pin pads and scanners with pricing and specifications.
 - Please include a list of compatible and supported third-party pin pads and scanners.
 - Please provide a quote for 30 pin pads for current school use and back up units. We would like these pin pads to be able to scan student body cards and have the ability to use a pin.
- 3. Web-based:**
 - The system must be hosted by the vendor and accessible via a web-based cloud service.
 - The system should not require the District to store data on its own servers.
- 4. Centralized:**
 - System must be a centralized system for both point-of-sale operations, on-line payment availability, and free and reduced applications.
 - Vendor to specify at what interval student accounts are updated.
 - Must have the ability to manually push payments as needed in between regular update intervals, unless the process to push payments is automated and instantaneous.
 - Must have the ability to document and qualify reimbursable meals for Community Eligibility Provision Schools.
 - Must have the ability to send automated low balance emails.

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- Must have the ability to input weekly Direct Certification list provided by ODE.
5. **Allergen warning:**
- The system should provide a pop-up allergy alert to notify staff if a student has allergies.
6. **Training:**
- Include any training available including costs associated. Itemize levels of training i.e., administrative personnel training versus cashier training.
 - Please identify each level of training offered for cashier management, Administrative functions, and free and reduced processing.
 - Must include and itemize all training cost including hotel, rental car, hourly rate, etc.
7. **Maintenance and Support:**
- Technical support must be available during the normal school day from 6 a.m. PST to 4 p.m. PST. Users should be able to contact support as needed during the normal school day and get a response within 1 hour for major issues and 24 hours for all issues. Major issues include but are not limited to: system down, balance discrepancies, problems with free and reduced flow.
 - Any upgrade(s) or change(s) to the system that will cause a disruption of service must happen after hours.
 - Responses must include all an itemized list of all costs associated with maintenance and support.
 - Please outline customer service availability and response times.
 - Please include software update schedule and description of customer notification of updates.
8. **Technology to be provided by the District:**
- Responses should include information about any equipment that the District must provide on its own – such as computer hardware and software – and include the quantity needed and minimum required specifications.
9. **Functionality regarding data exports and imports:**
- System must have the following functionality:
- Ability export customized data needed that may not be readily available on standard reports.
 - Ability to automatically extract free and reduced data nightly in the correct format to be able to import into the District's student information system.
 - Ability to automate the import of student data files.
 - Tools to upload participation and bank deposit data to Chartwells Finance system preferred.
 - Ability to mass import student photographs.
 - Ability to integrate with Infinite Visions financial management software.

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10. Implementation:

- Vendor will be responsible to completely implement the new system and convert the District's existing data into it.
- Responses must include the vendor's plan for implementing the software, including but not limited to installation, setup, configuration, data conversion, data validation, and training. This should include a listing of what the vendor will do, what Reynolds will do, anticipated timeline to go live during Spring Break 2017, and all costs associated with the implementation (except the training costs identified elsewhere in the response).

11. Offline Capability:

- The system must be able to continue working as normal when the wired and/or wireless network connection is lost.
- No extra action must be required by staff to continue working offline or to re-synchronize the data once the network connection is re-established.

12. Inventory Management:

The District prefers the following functionality:

- Provide inventory management functions for school sites, central office, central warehouse, and central production facility.
- Allow for regular blind physical inventory count.
- Provide centralized inventory management of food, non-food, finished goods, disposables, supplies, chemicals, and small equipment.
- Ability to import data from a vendor's spreadsheets to alleviate the need to manually enter each item.
- Ability to distinguish Commodity items from regular products and track Commodity items.
- Perpetual inventory system to ensure inventory records are updated accurately and timely
- Provide "product recall" or "product hold" management functions.
- Provide set-up and conversion of different pack sizes of equivalent food and supply items.
- Provide entry of unlimited number of inventory items into the system.
- Retain inventory value/cost integrity when products are transferred between sites.
- Receive previously ordered products with a single keystroke.
- Quickly assign numerous inventory items to a customized list of sites and/or site types.
- Archive discontinued or seasonal inventory items so that they are not displayed in Central office in the Menu Planning or Order Processing functions.
- Assign stock numbers automatically or manually.

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- Integration with POS, Order Processing, and Menu Planning functions.

13. Order Processing:

The District prefers the following functionality:

- Provide order processing management functions (ordering, shipping & receiving) for school sites, central office, central production facility, and central warehouse Set-up unlimited routes for District sites, central production facility and central warehouse.
- Ability to order Commodity items separately from regular items.
- Ability to import data from a vendor's spreadsheets to alleviate the need to manually enter each item.
- Workflow process to ensure orders are approved before they are finalized.
- Create customizable and savable grocery lists by site.
- Provide consolidation of orders by site and/or by district-defined site types for electronic distribution to central production facility, central warehouse, and outside vendors.
- Consolidate multiple orders from same site, same vendor and for the same delivery day into one consolidated order.
- Make order changes, including additions or deletion of an item(s) prior to and after consolidation of orders.
- Able to take into consideration different pack sizes when calculating a substitution quantity for an item(s).
- Exclude an item from ordering by individual school sites and/or by district-defined site type.
- Search and replace/substitute, add, or delete consolidated order item(s) by district-defined school type/group or individual school site, at central office.
- Calculate an accurate substitution quantity for items including those with different pack sizes.
- Allow for processing of ASAP or Ad Hoc orders from the central production facility and central warehouse.
- Allow consolidated central production facility and central warehouse orders to be sorted by delivery date and delivery route for shipping.
- Export orders for e-mailing to vendor in pdf or excel.
- Receive items by individual order including by items ordered, unit cost and total dollar value of order.
- Receive only individual items on a specific order.
- Integration with POS, Inventory Management, and Menu Planning functions.

14. Menu Planning:

The District prefers the following functionality:

- Be fully integrated with warehouse inventory, ordering and production modules.

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- Preload USDA nutrient database including ingredients for all or specific inventory items, e.g. fruits and vegetables.
- Provide nutrient analysis of any menu or inventory item for at least these specific nutrients: Carbohydrates, Protein, Total Fat, Saturated Fat, Trans Fat, Total Sugars, Calories, Cholesterol, Sodium, Potassium, Calcium, Iron, Vitamins A, D, C, Dietary Fiber, moisture, ash, as compared to USDA recommended daily intakes.
- Allow data entry at inventory item setup which contain the following ingredients; dairy, eggs, wheat, gluten, soy, tree nuts, peanuts, fish and shellfish.
- Ability to pull allergen reports detailing which menu items are available or restricted for certain allergen restrictions.
- Create and manage a base set of USDA and ODE compliant menu templates for various meal programs, e.g. breakfast, lunch, supper, snack, Head Start, FFVP, etc. Menu templates can be created and managed for a single day, school type and meal service and then published to individual sites or user-defined site groups. Existing menus can be cloned and modified.
- Allow unlimited capacity for the number of centralized cycle menus and recipes for various child nutrition programs that could be assigned to individual sites and/or site groups.
- Provide complete meal pattern analysis on cycle menus for compliance with USDA meal pattern serving size requirements for USDA-defined school grade levels, on a daily and weekly basis.
- Provide for centralized determination of portion size parameters by site type and/or meal program.
- Create, edit and maintain centralized recipes for school site(s), site types and central production facility.
- Allow district to add local recipes and ingredients.
- Create and manage recipes using USDA or custom defined ingredients.
- Copy menus by day, week, month, cycle or range of dates.
- Allow user defined age groups, feeding figures and service days to individual schools.
- Allow centralized recipe maintenance for school sites and central production recipes.
- List recipe crediting on the recipe card, and pull crediting information from inventory item nutrition information.
- Allow search and replacement of an existing ingredient with a new ingredient.
- Capable of utilizing different yields and serving sizes by site type and/or meal period for items and recipes.
- Ability to automatically calculate ingredient amounts for recipes when modifying the number of desired servings.
- Search all recipes for specific ingredients. Search for a specific nutrient or nutrient range.



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- Allow user to enter menu components for a recipe (including but not limited to: M/MA, grain, milk, fruit, vegetable, and sub group vegetables).
- Scan nutrition fact labels to be stored and visible from the menu planning module.
- Support document imaging and attaching/associating images (such as photos, scanned documents) without compromising the speed of the software
- Integration with POS, Inventory Management, and Order Processing functions.

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LOCATIONS

1. Reynolds School District will need POS Systems at 17 schools and 3 charter schools located outside the District network.

12 Elementary schools
5 Secondary Schools
3 Charters (2 Elementary and 1 Secondary)

INVOICING

1. Purchase Order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence.
2. Vendor shall invoice Reynolds School District within fifteen (15) days of completion of scope of this RFQ. Invoices submitted for payment shall identify the goods and services, the unit price, quantity, extended price, order number and invoice total.

SAFETY & SECURITY REQUIREMENTS

1. Vendor must comply with all applicable local, municipal, State, and federal laws, order, and regulations pertaining to health or safety, including without limitation the Occupational Safety and Health Act of 1970. All materials, equipment, and facilities furnished by the vendor in connection with the performance of the Work must comply therewith.
2. Vendor shall employ only trained, skilled, experienced personnel to perform the work outlined in the RFQ. No sub-contracting is permitted, without approval by RSD.
3. Vendor is responsible to block off the work area to keep others out if needed and maintain a safe work area. Vendor must provide or have on hand and make available to RSD a Site Incident Prevention Plan and a copy of their Documented Safety Program.
4. Use of Tobacco on School Property: State law OAR 581-021-0110 and school district policy (GBK/JFCG/KGC) prohibit the use of all tobacco products on public school property. During the performance of this contract, the contractor/vendor is required to comply with this policy.

INSURANCE REQUIREMENTS

1. Vendor shall, at its own expense, obtain and keep in force insurance as follows until completion of the contract. Contractor shall furnish evidence in the form of a Certificate of Insurance satisfactory to the District that insurance in the following kinds and

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minimum amounts has been secured within fifteen calendar days of receipt of Notice of Award. Failure to provide proof of insurance, as required, shall result in contract cancellation.

2. Contractor warrants to RSD that it/he/she has general liability insurance coverage in excess of \$2,000,000 per person, \$3,000,000 per occurrence, and \$50,000 property damage, and that Contractor shall maintain such insurance during the term of this agreement or for such longer time as RSD may request at the time of execution hereof.

LICENSING

1. Vendor must be licensed to do business in the State of Oregon. Upon award of Contract, Vendor will provide District with Contractor's Oregon State Department of Revenue Tax Registration Number.

NON-COLLUSION AFFIDAVIT

1. The Vendor submitting a quote thereby certifies that no officer, agent, or employee of Reynolds School District who has a pecuniary interest in this RFQ, has participated in the Price Agreement negotiations on the part of Reynolds School District, that the quote is made in good faith without fraud, collusion, or connection of any kind with any other Vendor of the same request for proposal and that the Vendor is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm. Vendor will complete the enclosed Non-Collusion Affidavit and submit it with their proposal.

SECTION C PRESENTATION

PRESENTATION REQUIREMENTS

The vendor shall provide a 40-minute presentation to Reynolds School District.

A minimum of 25 minutes of the presentation must be focused on cashier operations, reporting capabilities, user permissions, free and reduced processing, and online payment systems. Please include a demonstration of the system's ability to continue to function after losing internet connection.

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SECTION D QUOTE SPECIFICATIONS

QUOTE SUBMITTAL

Electronic quotes in PDF format must be submitted to:
rsd_rfp@rsd7.net

or via USB flash drive to:

Reynolds School District (RSD) District Office
RFQ: District-wide Nutrition POS (Point-of-Sale) System
1204 NE 201st Ave.
Fairview, Oregon 97024

Delivered and mailed quotes should be sealed in an envelope clearly listing firm name RFQ Title. If using mail, the method of mailing should be First Class Mail. Quotes will be time-stamped upon receipt.

All quotes must be submitted by: January 9, 2017 at 12:00 PM

Any quote received after the date and time specified in the RFQ will not be considered.

PRICE TO INCLUDE TOTAL COST FOR PROVIDING SERVICE OR MATERIAL

1. RFQ prices are to be complete and include all costs, whether material, labor, transportation or other, to complete the required work or supply the required materials in accordance with the RFQ specifications, contract terms and conditions.
2. The RFQ Form must be used to submit pricing and compute the total RFQ amount.

SPECIFICATION AMMENDMENTS

Any amendment(s) to or error(s) in the general specifications called to the attention of the District will be added to or corrected and furnished to all those holding specifications.

QUALIFICATIONS OF PROPOSERS

1. Qualifications of proposers will be evaluated when determining award of RFQ. Proposers may be required to produce acceptable personal, business, and credit references and completed examples of previous work of a similar nature.
2. Vendor will supply three (3) references on the attached form.

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COST OF RESPONDING

This RFQ does not commit RSD to pay any cost incurred by any Vendor in the submission of a response, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the RFQ.

CHANGES TO THIS RFQ

RSD reserves the right to modify, revise or cancel the RFQ. Receipt and evaluation of quotes or the completion of interviews do not obligate RSD to award a Purchase Agreement.

AWARD OF RFQ

RSD will award based on five (5) principal factors:

1. Cost (initial or life cycle)
2. Specifications
3. 40 Minute Presentation
4. Proximity to RSD (local Vendor/Contractor)
5. Quality of performance of previous contracts or services

RSD may request Best and Final offers based upon improved understanding of the offers or changed scope of work. Based on the initial quotes, and Best and Final offers, if requested, a selection will be made of the quote which best fulfills the requirements and is the best value to RSD. Evaluation of the quotes is expected to be completed within five (5) working days after their receipt.

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RFQ FORM PAGE 1

RFQ Title:	<u>District-wide Nutrition POS (Point-of-Sale) System</u>
Location:	<u>Reynolds School District (RSD) District Office</u> <u>1204 NE 201st Ave.</u> <u>Fairview, Oregon 97024</u>
RFP Due Date:	<u>January 9, 2017 at 12:00 PM</u>

Submit electronic quotes in PDF format to rsd_rfp@rsd7.net or deliver via USB flash drive to Reynolds School District, 1204 NE 201st Avenue, Fairview, OR 97024 by no later than Monday January 9, 2017 at 12:00 p.m. to be considered.

Delivered and mailed quotes should be sealed in an envelope clearly listing firm name RFQ Title. The method of mail should be First Class Mail. Quotes will be time-stamped upon receipt. It is the sole responsibility of the proposer to ensure the Quote is emailed or delivered and time stamped by the above deadline. All late quotes will be rejected.

Quotes To Reynolds School District:

The undersigned declares that he/she has carefully examined the Request for Quote and has made such site examinations necessary to determine the nature of the site and conditions to be encountered. The undersigned hereby proposes to furnish necessary material, labor, and perform all work as indicated. Quote prices are to be complete and include all costs, whether material, labor, transportation or other, to complete the required work or supply the required materials in accordance with the proposal plans, specifications, contract terms and conditions.

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RFQ FORM PAGE 2

Pricing

RFQ Title: District-wide Nutrition POS (Point-of-Sale) System

<p>Total Start-up Price* _____</p> <p>Annual Recurring Price* _____</p> <p style="text-align: center;">*Proposer to attach itemized breakdown to this page</p>
--

Proposer Signature:

Signature

Title

Company

Date

Street Address

City/State/Zip

Phone

Fax

Email address

Federal Tax Identification Number

Vendor's financial terms

Owner reserves the right to waive quote informalities and irregularities, and award to proposer deemed in the best interests of the Owner.

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RFQ FORM PAGE 3

REFERENCES

RFQ TITLE: RFQ: District-wide Nutrition POS (Point-of-Sale) System

Company: _____

Our company has provided services/products of a similar nature to the following organizations:

1 Name of Organization _____

Address _____

Contact Person _____ Phone _____

Email _____

2 Name of Organization _____

Address _____

Contact Person _____ Phone _____

Email _____

3 Name of Organization _____

Address _____

Contact Person _____ Phone _____

Email _____

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RFQ FORM PAGE 4

CERTIFICATION and CONTRACT OFFER

RFQ TITLE: District-wide Nutrition POS (Point-of-Sale) System

I, the undersigned, having carefully examined the Request for Quote, Scope of Work and Instructions, and RFQ Form and hereby agree to furnish the listed items at a firm price as stated herein, to Reynolds School District.

I further agree that this offer to supply said items will remain in effect at the price[s] proposed herein for a period of not less than sixty [60] calendar days from the date of RFQ closing date.

If and when this RFQ, or portion thereof, is accepted by the District, and if and when said award is followed by a valid district purchase order, I agree that this document shall form a binding CONTRACT between the undersigned and Reynolds School District for the execution and/or delivery of said goods as proposed herein.

I further agree that this CONTRACT shall incorporate the following as an integral part of said CONTRACT:

- Invitation to Submit Quote
- General Instructions
- Scope of Work and Special Instructions
- RFQ Form

Signature

Title

Company

Date

Street Address

City/State/Zip

Phone

Fax

Email address

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ATTACHMENT A
NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I, (Type/Print Name) _____, state that I am (Position Title) _____ of (Name of Firm) _____, and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

- 1. The price(s) and the amount of this quote have been arrived at independently and without consultation, communication or agreement with any other contractor, Proposer, or potential Proposer, except as disclosed on the attached appendix.
2. Neither the price(s) nor the amount of this quote, and neither the approximate price(s) nor approximate amount of this quote, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and the price(s), not approximate amount, will not be disclosed before quote opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this RFQ, or to submit a quote higher than this proposal, or to submit any intentionally high or noncompetitive quote or other form of complementary quote.
4. The quote of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive quote.
5. (Name of Firm) _____, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any offer on any public solicitation, except as described in the attached appendix.

I state that (Name of Firm) _____ understands and acknowledges that the above representations are material and important, and will be relied on by Reynolds School District in awarding the Purchase Agreement for which this quote is submitted. My firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Reynolds School District of the true facts relating to the submission of our proposal and award of a Purchase Agreement.

Signature

Subscribed and sworn to before me this _____ day of _____, 2017.

Notary Public

My Commission Expires

ATTACHMENT B

Vendor shall observe all applicable state and local laws pertaining to public contracts, all of which are incorporated by this reference. ORS Chapters 279B and 279C require every public contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of the contract as applicable.

- Pursuant to ORS 279B.220, on every public contract, the contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167
- Pursuant to ORS 279C.505, on public improvement contracts, the contractor shall make payments promptly, as due to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract. The contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. The contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. The contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall demonstrate that an employee drug-testing program is in place.
- Pursuant to ORS 279C.510 (1), in every public contract for demolition the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. Pursuant to ORS 279B.225 and 279C.510 (3) in every public contract and every public improvement contract for lawn and landscape maintenance, the contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- Pursuant to ORS 279B.230 (1), in every public contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- Pursuant to ORS 279B.230 (2), in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- Pursuant to ORS 279B.235 (1), persons may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it. In such cases, the employee shall be paid a) at least time and a half

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pay for all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

- Pursuant to ORS 279C.515 (1), on public improvement contracts, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract. The payment of a claim in the manner authorized by ORS 279C.515 shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.
- Pursuant to ORS 279C.515 (2), on public improvement contracts, if the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contract agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.
- Pursuant to ORS 279C.515 (3), in every public improvement contract and every contract related to the public improvement contractor, if the contractor or subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- Pursuant to ORS 279C.520, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts of personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay for all overtime in excess of 10 hours a day or 40 hour in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. The contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. In the case of contracts for personal

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services as defined in ORSC 279.100, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1)(b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater. The contractor shall give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- Pursuant to ORS 279C.530 (1), in every public improvement contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. In every public contract, subject to ORS 279C, all employers working under the contract are subject employers that shall comply with ORS 656.017.
- Pursuant to ORS 279C.580 (3)(a), the contractor shall include in each public improvement subcontract for property or services entered into by the contractor and a subcontractor, including a material supplier, of the purpose of performing a construction contract, a payment clause that obligates the contractor to pay the subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the public contracting agency under such contract, and an interest penalty clause that obligates the contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580 (3), for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and computed at the rate specified in ORS 279C.515 (2).
- Pursuant to ORS 279C.580 (4), the contractor shall include in each of its subcontracts for a public improvement, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580 (B)(4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
- Pursuant to ORS 279C.830 (1)(a) workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.