



Reynolds School District  
Administration Offices  
1204 NE 201<sup>st</sup> Avenue  
Fairview, OR 97024  
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**REYNOLDS SCHOOL DISTRICT #7**

**REQUEST FOR PROPOSAL  
16/17 RFP: DISTRICT-WIDE VENDING MACHINES**

RELEASE DATE: March 7, 2017

**PROPOSALS DUE:**

**ON OR BEFORE 2:00 PM (PST), April 13, 2017  
LATE PROPOSALS WILL NOT BE ACCEPTED**

**DELIVER PROPOSALS TO:**

Reynolds School District #7  
16/17 RFP: District-wide Vending Machines  
Rachel Hopper, CFO/COO  
Office of the Chief Financial Officer  
1204 NE 201<sup>st</sup> Ave  
Fairview, OR 97024-2499

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## **1. SCOPE OF WORK**

The Reynolds School District #7 is seeking proposals from qualified vendors to provide, install and support a comprehensive and complete full-service beverage and snack vending solution for the sale of beverages and snacks at Reynolds School District #7, excluding Reynolds High School. There is a separate RFP for vending machines at Reynolds High School.

### **1.1 General Overview and Background**

This RFP contains instructions for submitting a bid, the procedures and criteria by which a contractor will be selected and the contractual terms by which the District proposes to govern the relationship between it and the selected contractor.

The District intends to augment its existing cafeteria food service and snack and beverage sales. Weekend and holiday food needs at the schools are entirely supplied by these machines, although vending hours may differ with each school.

The District appreciates your consideration of this RFP and looks forward to receiving your proposal.

Minority-owned and women-owned enterprises are encouraged to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award of any contract entered into pursuant to this advertisement.

The quality and variety of the food and beverages served will be important considerations in the award of this RFP, as well as the cost to the District.

All food and beverages in student accessible machines must comply with **Oregon Smart Snacks Standards**, codified at ORS 336.423.

### 1.2 District Information

Reynolds School District #7 locations needing vending machines are three (3) middle school locations, two (2) alternative education locations, and one (1) administrative office. There are also eleven (11) elementary schools in the District with vending machines in staff lounges only.

Location	Number of Machines	Location in Buildings	Enrollment
District Office	2	Staff Lounge	-
Transportation Building	1	Staff Lounge	-
Elementary Schools	22 <i>(11 elementary schools with 2 machines each)</i>	Staff Lounges	-
Lee Middle School	2	Staff Lounge	-
Reynolds Middle School	6	Staff Lounge / Commons / 600 Hall	925
Walt Morey Middle School	4	Staff Lounge / Commons	610
Reynolds Learning Academy	2	Commons	242
Four Corners	2	Staff Lounge	-

Student enrollment numbers are approximated for the month of May 2016 and are subject either to increase and decrease during the year. Enrollment numbers are stated only for the purpose of estimating usage.

Information about the District can be obtained on the web at <https://www.reynolds.k12.or.us/>

### 1.3 Oregon Smart Snacks Standards

Oregon Smarts Snacks Standards apply to all foods and beverages sold to students. The contractor must comply with the requirements of ORS 336.423 and District Board Policy EFA-AR, Local Wellness Program.

**Each non-program food or beverage being sold to students, no matter how similar in brands, flavors, or types, must be evaluated and meet the Oregon Smart Snacks Standards.**

**The Contractor must fill out Entrée, Snack, and Beverage Evaluation Calculators for each item stocked within student accessible vending machines.**

More information for the Oregon Smart Snacks Standards including the Evaluation Calculators are attached to this RFP.

## 2. PROPOSAL PROCESS

### 2.1 General

Interested Proposers can obtain this RFP from the District's website: <https://www.reynolds.k12.or.us/rfps>

Proposers are cautioned to include detailed information in their response regarding their capabilities and experience in providing the requested services in this solicitation. However, vendors should limit the promotional materials submitted.

At a minimum, each proposal must contain the following items:

1. Cover letter and company profile, including full legal name, federal tax I.D. number, address, phone & fax number, email address, and a description of your company's background.
2. Current contact and background information about representatives to be assigned to the District.
3. A management plan to collaborate with District staff for the planning, scheduling and successful installation of a full-service vending contract. Your plan should address, at a minimum, terms and conditions of providing such services.

It is essential that the District be able to easily match a vendor's response with the requirements for proposal. The Proposer should indicate compliance and/or note any exceptions to the requirements and provide responses to any questions that follow.

### 2.2 Pre-Proposal Interpretation of Contract Documents

- a. **Changes to RFP:** The District reserves the right to make changes to the RFP. Changes will be made by written addendum which will be posted on the District's website and also issued to all prospective proposers.

Prospective proposers may request or suggest any change to the RFP by submitting a written request. The request shall specify the provision of the RFP in question and contain an explanation for the requested change. The request must be submitted at least seven (7) calendar days prior to the date established for submission of proposals.

The evaluation team will evaluate all requests submitted but will not be obligated to accept the requested change.

- b. **Amend or Withdraw Proposal:** A proposer may amend or withdraw its proposal any time prior to the time and date established for submission of proposals.

### 2.3 Public Disclosure of Proposals

Any information provided to the District pursuant to this RFP shall be public record and subject to public disclosure pursuant to Oregon public records laws.

The District considers proposals submitted in response to this RFP 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 RFP 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 RFP to be submitted in confidence only until the District has completed its evaluation of all proposals and publicly announces the results.

## 2.4 Submission of Proposals

- a. **Bid Submission:** The District requires one (1) signed original proposal, four (4) printed copies, and one PDF copy on a USB flash drive. The proposals must be submitted on 8-1/2 x 11 inch paper, with some type of binder to keep the paper in order (no staples, or 3 ring binders, please). The font size should be no smaller than 11-point size.

Emailed or facsimile versions of the proposal will not be accepted. The District will not be liable in any manner for expenses incurred by the vendor(s) in response to this RFP. Please note that the District will not accept responses or queries that require the District to pay the cost of production or delivery.

The District may reject any proposal not in compliance with all prescribed public proposal procedures and requirements, and may reject for good cause any or all proposals upon a finding of the District that it is in the public interest to do so.

- b. **Pre-printed materials:** Foldouts for charts, tables, spreadsheets, and single-line diagrams are acceptable. Pre-printed materials, such as brochures or technical documents, may be included, but whenever possible should be placed within the bound proposal.
- c. **Identification:** The proposal must be completely sealed, marked on the outside as "**RFP PROPOSAL: 16/17 DISTRICT-WIDE VENDING MACHINES**" and must include the signed **original** and **four (4)** copies, as well as the **PDF version** of your proposal on thumb drive.

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Proposals must also clearly indicate the RFP number, the CFO's name, proposal due date and time, as well as the Proposer's name, address and email address.

- d. **Price:** RFP 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 RFP specifications, contract terms and conditions.
- e. **Cost of Proposal:** The District will not pay any costs incurred in responding to this RFP.
- f. **Return proposals to:**

Reynolds School District #7  
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Rachel Hopper, CFO/COO  
Office of the Chief Financial Officer  
1204 NE 201<sup>st</sup> Ave  
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- g. **Proposal Due Date:** On or before April 13, 2017, 2:00 PM Pacific Standard Time. Proposals received after this time and date will not be considered and will be returned unopened.

- h. **Proposer's responsibilities:** Contractor shall examine and understand this entire document and seek clarification from the CFO/COO, if required. Negligence in preparing a Proposal does not give a right of withdrawal after Proposal opening.

Become familiar with and abide by current federal laws, state and local statues, regulations and ordinances that could impact pricing or performance.

- i. **Obligation to Award:** The issuance of this RFP, and the receipt and evaluation of proposals does not obligate the School District to award a contract. The School District may cancel this procurement without liability at any time prior to the School District's execution of a contract.
- j. **Inquiries:** All inquiries related to this RFP shall be directed in writing to Rachel Hopper, CFO/COO:

**RSD\_RFP@rsd7.net**

Vendors who seek information, clarification or interpretation from anyone other than the above-mentioned contact are advised that such material is used at the Proposer's own risk and the District shall not be bound by any such requirements.

## 2.5 Evaluation

In evaluating RFP responses, the District will award points to each Proposer response up to the maximum points that are listed for each of the seven following criteria:

Vending Machine Specifications	15 Points
Service	20 Points
Variety of Beverage, Food & Snack Items	10 Points
Oregon Smart Snacks Standards	20 Points
Pricing	15 Points
Compensation	10 Points
References	<u>10 Points</u>
Maximum Points	100 Points

After evaluation by the team, the team will recommend that the top-ranked proposer be invited to work with the District and that negotiations progress to finalize the contract. If the District is unable to successfully negotiate with the top-ranked proposer, the District reserves the right, at its sole discretion, to terminate negotiations and begin new negotiations with the next highest-ranked proposer.

The District reserves the right to waive informalities or to reject any and all proposals.



### 3. SCHEDULE OF EVENTS

#### 3.1 Milestones

Projected significant milestones for this procurement are as follows:

<b>Date</b>	<b>Time (PST)</b>	<b>Description</b>
March 7, 2017	4:30 PM	RFP Release Date
March 27, 2017	3:00 PM	Deadline for questions from Proposers (Submit written questions via email: RSD_RFP@rsd7.net)
April 13, 2017	2:00 PM	RFP Due Date
April 13, 2017	2:00 PM	Public RFP Opening  The District will open Proposals at the Reynolds School District Office, 1204 NE 201 <sup>st</sup> Avenue, Fairview, OR 97024
May 2, 2017	4:30 PM	Notification of Intent to Award
May 10, 2017	4:30 PM	Contract Award
May 11, 2017	4:30 PM	Contract Executed
August 1, 2017	4:30 PM	Site Install

Award of contract is subject to the District's and Respondent's ability to agree on contract terms in a timely manner.

The District reserves the right to modify this schedule at its discretion. Proper notification of changes in the response due dates will be made to all proposers on the District's list of responding firms.

#### 3.2 Period of Irrevocability

Proposals shall be offers that are irrevocable for a period of (180) calendar days after the time and date proposals are due. Proposals shall contain the name, address and telephone number of an individual or individuals with authority to bind the company during the period in which the proposal will be evaluated.

### 3.3 Objections or Protests

- a. **Process:** A proposer or prospective proposer who wishes to object or protest any aspect of this procurement shall comply with requirements of OAR 137-047 and must deliver a written protest to:

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For protests related to the procurement process or the solicitation document, content of the protest must include a written statement of the desired changes or the Solicitation Document that the prospective Proposer believes will remedy the conditions upon which the prospective Offeror based its protest per OAR 137-047-0730. The Proposer shall include the specific citation of law, rule, or regulation upon which the protest is based and include any and all supporting documentation.

For protests related to Contract Award, the Proposer's written protest shall specify the grounds for the protest per OAR 137-047-0740, including the specific citation of law, rule, or regulation upon which the protest is based. Include any and all supporting documentation. Neither the judgment used in the scoring by individual evaluators nor disagreement with the procurement process shall constitute grounds for appeal. The District will not consider any protest based on items that could have been or should have been raised prior to the deadline for submitting questions or requesting addenda.

The filing of a protest shall not prevent the District from executing a contract with any other vendor.

- b. **Timeliness:** If the protest relates to matters of the procurement process or the solicitation documents that are otherwise known or should have been known to the protestor, the protest must be delivered no later than (10) calendar days prior to the deadline for the District's receipt of proposals.

If the protest relates to other matters, including but not limited to the award of the contract, it must be delivered as soon as possible, and in no event later than (7) calendar days, after the protestor knows or reasonably should have known of the award of the contract, the District's intent to award of the contract, or other matters to which the protest is addressed.

The District may decline to review a late protest.

#### 4. GENERAL SPECIFICATIONS & TECHNICAL SPECIFICATIONS

1. **Contract Period:** Any contract(s) awarded as a result of this RFP is for a one year term with the option of four (4) renewals each for a one (1) year term subject to mutual acceptance. The maximum contracting period resulting from the award of this RFP with all renewals is five (5) years.
2. **Limited Exclusive Rights:** The District will grant the Contractor the limited exclusive right and privilege, subject to applicable laws and regulations, to install and operate vending machines for the sale of beverages, food and/or snacks on District-owned or managed facilities. In the case of multiple contracts being awarded, the contracts will be for specific products and/or locations. If the Contractor does not want or cannot service a designated area, the District reserves the right to cancel the contract or allow a third party to service that area. Additional locations or changes in existing service beyond those initially listed herein may be negotiated as required.
3. **Multiple Awards:** The District reserves the right to award multiple contracts if a single vendor cannot meet the District's needs or if the District's interests would be better served by the awarding of multiple contracts.
4. **Vending Machine Specifications (15 points):** Minimum specifications for vending equipment
  - a. All vending equipment shall be UL listed, designated, constructed, installed and operated in accordance with the standard of the National Sanitation Foundation, the National Automatic Merchandising Association, U.S. Public Health Service Vending of Food and Beverage Code and all relevant state rules and regulations.
  - b. All vending machines shall meet ADA requirements in that all controls are located between two and four feet from the ground level. Equipment must have signage installed on or near the equipment to meet the needs of our students, i.e. Braille markings.
  - c. The electrically operated machines shall be double insulated or grounded. All machines must be properly secured to the facility in a manner to avoid injury and damage. Please explain how your vending machines are secured to assure student safety. District facility staff must be consulted prior to affixing anything to District property to assure compliance with District safety requirements.
  - d. All vending machines must have the ability to accept cash (both coins and bills, no foreign currency).
  - e. Machines must accept credit and debit cards. RFP responses must present evidence of how debit card sales will be tracked and reported as cash sales to the District's satisfaction. Vending machine revenue generated through card reader sales will be totaled by the Vendor and be remitted to the District via check payable to the District.

All sales are to be reported on a "gross sales" basis. Vending contractor shall be responsible for all debit/credit card fees; these fees shall be considered a cost of doing business and not an adjustment to the revenue for reporting commissions and rebates.

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- f. Vending machines must be able to generate sales totals and trends on demand. The District prefers newer technology that monitors sales and commissions through a handheld computer or some other type of electronic mechanism for monetary accounting; thus eliminating the need for “hands-on” money accounting and the potential misappropriation of funds.

The District requests an internet desktop monitoring and maintenance software system to manage our accounts. If internet access is required for the electronic transmission of data, the vendor will be responsible for the placement of data cables at each machine, under the direction of the District’s CFO or CFO designee.

The District requests the software to be able to monitor usage, content, fill rate, etc. in “real-time” through some form of technology to eliminate the need to physically inspect machines for this information.

Please describe your software program in detail.

- g. Replacement of existing machines or additional machines may be required as our facilities are expanded or volume of sales increase or decrease. The replacement machines must meet the same specifications as the machine installed at the commencement of the contract or then current regulations.
- h. The District is concerned about the appearance of the vending equipment. Prior to the installation or replacement of any vending equipment, the contractor will submit photographs or catalogs of the recommended unit(s) for approval by the District.
- i. The final decision on where vending machines will be located rests with the District in consultation with the vendor.
- j. Proposer’s machines must have all non-resettable cash meters for reporting sales.
- k. Machines must have remote monitoring capabilities for stocking.
- l. The District is very interested in sustainability. Machines must have at least a 10% better energy performance vs. Tier 2 Energy Star rated. Twenty four (24) hour, seven (7) day scheduling capability. Schedules must be programmed within two weeks of installation.

- 5. Service (20 Points):** Please indicate your plan or schedule for fulfilling this requirement. You may submit an alternate schedule as part of your response.

A minimum plan will achieve the following:

- a. Vending machines will be maintained with fresh products, particularly those with cold food items that could spoil or become stale.
- b. All products will be pulled on or before the expiration date to maintain high quality and freshness.
- c. Vending machines will have a “full” appearance; large gaps in the product supply are not acceptable. This may mean that some products will need to be replaced daily, depending on demand.
- d. Vending machines will provide a variety of options for the purchasers. The limiting of selection to a single type of product is not acceptable.
- e. Cold food vending machines must contain a minimum of 75% meal type items. Healthy foods must be identified with a recognized symbol such as a red heart. Refrigerated machines must have thermometers to guarantee that proper temperatures are maintained for food safety.
- f. Include additional page(s) with your listing of all products, serving size, nutritional content, and selling price in all vending categories.
- g. The repair of malfunctioning equipment is expected shortly (no later than four (4) hours after it is reported to the contractor). Same-day service is to be the normal procedure whenever possible. Machines that cannot be repaired on site within three business days are to be replaced with a similar machine.
- h. Contractor will empty machine of money at least once each week.
- i. Contractor will maintain bill changers at a 95% service level on a daily basis. The bill changers will have a capacity to accommodate users 24 hours a day 7 days a week.
- j. Contractor will provide monthly reports with sales and stock data to the District.
- k. The Contractor will supply and maintain an adequate petty cash fund for on-site refunds to be made for problems with the machines. This fund will be replenished on a schedule to guarantee that it is sufficient for needs. A petty cash fund will be needed at each unique address for vending service. In addition to petty cash, the Contractor must post on every machine a method for refunds after the District’s regular business hours.
- l. It is paramount importance to the District that our students and staff are protected on school property. Personnel assigned to the schools for service or repair of vending machines must report to school personnel upon arriving at the site for clearance and obtain a visitor’s pass. Personnel shall be uniformed and carry identification when servicing machines under this contract. Personnel assigned to schools must not be previously convicted of crimes against children and are subject to a Background check at the District’s direction. The cost of any requested background checks shall be borne by the Contractor.
- m. A representative must be assigned to the District account. This representative will collaborate with the District to schedule implementation of equipment, coordinate

approval of any new products that become available during the life of the contract, and troubleshoot any service or quality issues that arise during the life of the contract.

6. **Recycling:** The District is very interested in environmental issues. Please include information on your company's recycling program(s) and references that are using your company's recycling program(s). Include your cost to provide recycling services. Also, include a cost break out for each type of recycling service, i.e. aluminum, glass, plastic, etc.
7. **Variety of Beverage, Food and Snack Products (10 Points):** Please provide a list of products that are available for your company to vend. Include in your plan healthy foods and a way to identify such.

The product mix will be coordinated with each school, depending on the culture of that school. All products available to students must be fully compliant with District Nutritional Policy and Oregon Smart Snacks Standards, as it stands at the inception of the contract and as it is modified in the future. In order to verify a product is acceptable, vendors are encouraged to have products evaluated by the CFO or CFO designee. Placement of products outside the District's nutrition policy or Oregon Smart Snacks Standards will be immediately removed. Multiple violations of our nutrition policies will result in a termination of the contract.

8. **Oregon Smart Snacks Standards (20 Points):** Please detail your company's plan to adhere to Oregon Smart Snacks Standards as referenced in Section 1.3 of the RFP. In compliance with Oregon Smart Snacks Standards, the Contractor must fill out Entrée, Snack, or Beverage Evaluation Calculators for each item stocked within student accessible vending machines.
  - a. Contractor must complete Evaluation Calculators for all new products to be stocked in student accessible vending machines.
  - b. In August and December of each year, Contractor must verify that Evaluation Calculators are up to date for each item stocked in student accessible vending machines.
  - c. Contractor must be responsive to existing products that change in formulation, and Contractor must complete new Evaluation Calculators for these products.

Please complete sample Oregon Smart Snacks Evaluation Calculators and attach to your proposal.

9. **Pricing: (15 Points):** Proposers will list products offered, vend unit/serving size, and price per vending unit. It is the District's intent that the pricing of menu items will be appropriate to the market and competitive with off-campus vendors within the local area.

Proposer will itemize all prices and include all costs, whether material, labor, transportation or other, to complete the required work or supply the required materials in accordance with the RFP specifications, contract terms and conditions.

Changes to a contractor's menu pricing structure, after the award of this RFP, may be negotiated at the renewal points of the contract. The vending contractor can modify and change pricing with a written notification to the District for those items the vendor wishes to adjust. Price adjustments

due to sudden, or significant, market change must be submitted in writing with supporting documentation to the CFO for approval. This notification must be received at least 45 days prior to implementation. If the requested change is approved, the CFO will issue a change order or amendment.

10. **Compensation (10 Points):** Proposer will respond to this section by indicating the method and amount of compensation that the District will receive. This compensation may be based on a commission guarantee, yearly or monthly (vendors offering a fixed yearly fee would pay the fee at the beginning of the contract period), or a percentage of the gross sales, or other forms of compensation.

Methods involving a percentage of the net sales after expenses as the primary compensation are not acceptable. The District will review all offers for projected revenue and benefit to the District for the duration of the contract.

11. **Commission Statement and Payment:** Proposers shall detail their proposed collection and remittance schedule. Specific format of the commission's statement along with computational details is subject to District approval. The commission statement will be reconciled to the registered readings of the cash accountability meters every month by machine and location. Any malfunction of the non-reset cash accountability meters must be reported immediately to the District. Please submit a sample of your collection and remittance schedule as an attachment.
  - a. Collection intervals may not exceed thirty (30) days. If monthly commission payments are not received by the District on the due date in the remittance schedule prescribed above, the unpaid commission shall accrue daily interest at the lesser of (i) one and ½ percent (1.5%) per month or (ii) the highest contractual interest rate allowed at the time by the State of Oregon. All such amounts shall be calculated monthly and shall be due and owing in the same time as payments.
  - b. Two failures to remit commission payments to the District on the date prescribed above or failure to remit the late commission by the fifteen-calendar day of the month will be considered justification for contract termination.
  - c. A copy of the commission statement, detailing line item reporting, corresponding to the amount on the commission check must be attached to the commission check and sent to the District's Finance Department.

12. **Meetings:** The District will schedule a minimum of one (1) meeting per calendar year with the Contractor(s) to insure that the contract complies with all terms and conditions of the contract by both parties. Either party may schedule additional meetings as the need arises. The meetings will be scheduled with a letter or email to the affected parties, to include required participants and agenda.

13. **Utilities:** The District will provide electrical service to designated locations without cost to the Contractor. However, the district will not be liable for equipment or products damage due to an interruption of service beyond its control. Any other utility requirements will be subject to negotiations between the Contractor and the District.

14. **Maintenance:** The District will keep the area around the vending machine in a clean and neat order. The Contractor is required to move equipment a minimum of once each six months to insure cleanliness and sanitation of the area. This will occur during winter, spring or summer breaks in coordination with the District's building administrative and custodial personnel.
15. **References (10 Points):** The District will be looking at past performance as an evaluation tool. Please submit three (3) customer references, relative to quality and dependability of work performed. The District reserves the right to interview these references regarding any part of this proposal request. The District reserves the right to interview organizations not included as references.
16. **Licenses and Permits:** The Contractor is required to comply with all provisions of federal, state and local laws and ordinances governing these operations. The Contractor will procure and provide the District with copies of all licenses and permits required to operate the vending machines in the designated locations. The necessary licenses and permits procured by the Contractor are at the Contractor's expense.
17. **Fidelity Bond:** The Contractor will procure from a surety company authorized to do business in the State of Oregon a sufficient fidelity bond covering all of its officers and employees. This bond should indemnify the District in the amount of \$40,000 of any losses sustained by failure of the Contractor, its agents or employees to faithfully and honestly deposit and account for all funds which are owed the District. A copy of this bond will be provided to the District at the time of award.
18. **Audit Documentation:** Vendor shall provide a statement showing a record of all sales by machine, product, and quantity monthly or more frequently, if the District requests.

## 5. CONTRACTOR RESPONSIBILITIES

1. **Machine Installation:** Contractor shall provide and install all vending machines and ancillary equipment at its expense, including any necessary hookups. Any work involving drilling, wiring or other direct interface with District facilities must be coordinated and approved in advance by the CFO or CFO designee.
2. **Machine ownership:** Contractor shall retain title to all machines installed on District property.
3. **Machine Support:** Contractor shall furnish all machines and ancillary equipment specified and provide all labor, supplies, materials, supervision, change funds and products to fill and maintain all vending machines provided under this agreement for vending sales to students, faculty, staff and visitors. All repairs to machines, including repairs needed as a result of vandalism, are the responsibility of the vending company and are to be completed within four hours of notification of equipment malfunction. Same-day service is to be the norm. Machines that cannot be repaired on site within three business days are to be replaced with a fully functional machine, similar to the unit being replaced.



4. **Machine Features:** Machines shall be presentable in appearance and of sufficient capacity to provide continuous service. Machines shall be new or no more than five years old (from date of contract award).
5. **Machine Power Efficiency:** To minimize power usage, all lights shall be removed from conventional machine upon installation. Glass-front machines must have LED lighting and lighting low-power modes.
6. **Product Mix/Quality:** Initial determination of any subsequent changes of products to be offered for sale shall be subject to advance approval by the District. In addition, the District may require product change at any time based on quality, sales, customer request, or related customer service issues, which may arise.
7. **Product Selling Price:** The District must approve initial selling prices and subsequent proposed changes in prices set for existing or new products in advance.
8. **Separate Entity:** Contractor shall make all purchases in its own name and shall not attempt to bind the District in its contractual agreements in any way.
9. **Liability of Contractor Equipment:** The District shall not be held liable for loss, theft or damage to machines, equipment, tools, materials, supplies, merchandise or personal property of Contractor or its employees located on District property.
10. **Machine Removal Cleanup:** In the event any or all machines are removed from the District for any reason, or relocated to another area of the District, Contractor shall restore the vacated machine location(s) to the state and condition in which they existed at the time of original installation.
11. **Vending Industry Standards:** Contractor must meet the highest standards prevalent in the vending industry.

## 6. STANDARD TERMS AND CONDITIONS

1. **PROPOSAL VALIDITY PERIOD:** Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the District and the successful vendor.
2. **ADDENDA:** If, in the opinion of the Chief Financial Officer, additional information or interpretation is needed by the Proposers, an addendum will be issued per OAR 137-047-0430. 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. The District shall supply copies of such addenda on the District Web Site and to all Proposers, but failure of the Proposer to receive or obtain such addenda shall not excuse the Proposer from compliance therewith if awarded the Purchase Agreement.
3. **CANCELLATION, DELAY OR SUSPENSION OF SOLICITATION; REJECTION OF PROPOSALS:** The District may cancel, delay or suspend this solicitation if in the best interest of the District as determined by the District. The District may reject any or all proposals, in whole or in part, if in the best interest of the District as determined by the District. The District reserves the right to reject any or all proposals not in compliance with public contracting procedures.
4. **INDEPENDENT CONTRACTOR:** The relationship to the District with the successful firm and each of its employees and agents shall be that of an "independent contractor" and not an employee. The successful firm shall have single-point responsibility for all persons and legal entities that provide services to the District, be they employees of the firm or independent contractors. The successful proposer is responsible for determining the appropriate means and manner of performing the work. The successful proposer represents and warrants now, and as part of the contract for services with the District pursuant to this RFP, that the successful proposer is not an employee of the District, and that the successful proposer at all times meets and will continue to meet the specific independent contractor standards of ORS 670.600. Among other obligations of successful proposer consistent with this statute, successful proposer shall be responsible for federal and state taxes applicable to any compensation or payments paid to successful proposer under this contract and, the District will not withhold from such compensation or payments any amounts to cover successful proposer's federal or state tax obligations.
5. **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.

6. **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.
7. **COMPLIANCE WITH 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.
8. **COST OF RESPONDING:** This Request for Proposal does not commit the District 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 RFP.
9. **CONTRACT AWARD AND EXECUTION:**
  - a. The District reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the District.
  - b. The general conditions and specifications of the RFP and as proposed by the District and the successful vendor's response, as amended by agreements between the District and the vendor, will become part of the contract documents. Additionally, the District will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.
  - c. Once District staff has selected the vendor that can best meet the District's needs, based on the evaluation factors, the District will negotiate the specific District system requirements with the selected vendor, using the vendor's proposal to determine the cost of the system components and options as determined in the sole discretion of the District. After that negotiation period has ended and District has, in its sole discretion, finalized the system requirements, the vendor selected as the apparent successful vendor will be expected to enter into a contract with the District substantially in the form and content attached, but with the addition of specific information pertaining to the agreed-upon system to be provided for the District. The successful proposer is expected to execute this contract verbatim unless it has proposed specific changes to the contract in its response to this RFP and has later obtained agreement from the District for the contract change. All such proposed

changes should be accompanied by an estimate of the cost savings to the District that would result from the recommended change.

- d. If the selected vendor fails to sign the contract within five (5) business days of delivery of the final contract, the District may elect to cancel the award and award the contract to the next-highest-ranked vendor. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

**10. DEFENSE, INDEMNIFICATION, HOLD HARMLESS AND INSURANCE REQUIREMENTS:**

In addition to other standard contractual terms, the District will require the selected vendor to comply with the defense, indemnification, hold harmless and insurance requirements as outlined below:

Vendor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless for, from and against any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Vendor and its agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District.

The Vendor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Vendor. Insurance shall meet or exceed the following unless otherwise approved by the District.

a. LIABILITY INSURANCE

VENDOR will maintain a policy of liability insurance in the form, and from an insurance company, approved by the DISTRICT (Reynolds School District), which company is admitted or otherwise licensed to do business in the State of Oregon.

- i. Said insurance shall insure VENDOR for the benefit of the DISTRICT in not less than the amount of \$1,000,000 single limit liability for each occurrence, and aggregate coverage of not less than \$2,000,000.
- ii. The insurance shall cover any occurrences, resulting from any conduct, act, or failure to act, by VENDOR, or by an employee, representative, or agent of VENDOR, and which occurrence or occurrences result in damages of any kind, including, but not limited to, personal injury or death to any person or persons, damage to any property (personal or real), or damage to any contractual or other commercial right or interest.
- iii. Certificate of Insurance: VENDOR shall require its insurance carrier to provide to the DISTRICT a certificate of insurance evidencing said coverage. Said policy shall provide that such coverage cannot be modified, terminated

or canceled by the carrier without six (6) months written notice sent by certified mail by the insurance carrier to the DISTRICT. It is agreed that no person shall perform any acts on behalf of VENDOR without having said insurance in full force and effect.

- 11. NON-COLLUSION AFFIDAVIT:** The Vendor submitting a proposal thereby certifies that no officer, agent, or employee of the District who has a pecuniary interest in this RFP, has participated in the Price Agreement negotiations on the part of the District, that the proposal 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.**
- 12. EQUAL OPPORTUNITY COMPLIANCE:** The District is an equal opportunity employer and requires all proposers to comply with policies and regulations concerning equal opportunity.  
All proposers must be certified as Equal Employment Opportunity Affirmative Action Employers. The proposer, in the performance of this agreement, agrees not to discriminate in its employment because of an employee's or applicant's race, religion, national origin, ancestry, sex, sexual preference, age, or disability.
- 13. OTHER COMPLIANCE REQUIREMENTS:** In addition to any nondiscrimination and affirmative action compliance requirements previously listed, the Proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.
- 14. OWNERSHIP OF DOCUMENTS:** Any reports, studies, conclusions, and summaries prepared by the proposer, including all proposal documents, shall become the property of the District.
- 15. ORAL INSTRUCTIONS:** Oral instructions or information concerning the RFP 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 RFP after issuance.
- 16. INVOICING:** Purchase Order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence. Vendor shall invoice Reynolds School District within fifteen (15) days of completion of scope of this RFP. Invoices submitted for payment shall identify the goods and services, the unit price, quantity, extended price, order number and invoice total.

## **7. ORS 279B**

Vendor shall observe all applicable state and local laws pertaining to public contracts, all of which are incorporated by this reference. ORS Chapters 279B requires 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 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 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.

**APPENDIX A. PROPOSAL FORM**

**Reynolds School District #7**

**Request for Proposal  
16/17 RFP: District-wide Vending Machines**

The undersigned proposer submits this proposal in response to the Reynolds School District's Request for Proposals (RFP) dated March 7, 2017, for the contract named above. The proposer warrants that proposer has carefully reviewed the RFP and that this proposal represents proposer's full response to the requirements described in the RFP. The proposer further warrants that if this proposal is accepted, the proposer will contract with the Reynolds School District, agrees to all terms and conditions found in the attached contract, and will provide all necessary labor, materials, equipment, and other means required to complete the work in accordance with the requirements of the RFP and contract documents.

The proposer hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required by the contract documents. Indicate in the affirmative by initialing here: \_\_\_\_\_

The proposer hereby acknowledges receipt of Addendum Nos.       ,       ,       , to this RFP.

Name of Proposer: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Note: Complete and execute this form and include as the first page of the proposal.**

**APPENDIX B. 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 proposal 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 proposal, and neither the approximate price(s) nor approximate amount of this proposal, 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 proposal opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this RFP, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
4. The proposal 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 proposal.
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 proposal 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



**APPENDIX C. REFERENCES**

**Reynolds School District #7  
Request for Proposal  
16/17 RFP: District-wide Vending Machines**

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 \_\_\_\_\_

APPENDIX D. SAMPLE CONTRACT

REYNOLDS SCHOOL DISTRICT #7
VENDING MACHINE SERVICE AGREEMENT

THIS AGREEMENT, entered into by and between the Reynolds School District #7 "RSD" and "Contractor", and in consideration of the following covenants, conditions, and considerations:

WITNESSETH:

- 1. The contractor shall provide RSD with the following information:
a. Full Name
b. Mailing Address
c. Telephone Number
d. Federal Tax ID No. or Social Security No.
e. Business Designation (check one): Individual Sole proprietorship Partnership Corporation Other

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. We are required by the Internal Revenue Service to obtain this information in order to report income paid to you by the District. If the information is not provided, we will be required to withhold 31 % of all future payments made to you.

1099 Withholding Exemption: If exempt from backup withholding (form 1099 reporting), check here and check your qualifying reason below:

- i. Corporation
ii. Tax Exempt Charity under 501(a), or IRA
iii. The United States or any of its agents or instrumentalities
iv. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions
v. A foreign government or any of its political subdivisions
vi. District will deduct taxes from pay, which will occur monthly
f. Does contractor now have, or have had within the prior year, contracts with other persons or entities to perform services similar to the services being performed hereunder?
g. Does Contractor have current statutory Worker's Compensation Insurance coverage for all persons performing services under this contract?

2. Statement of Work: Contractor agrees to perform the following services for the District described in the attached Request for Proposal.

3. Contract Term. This Contract becomes effective on . Unless terminated earlier as provided below, this Contract shall continue through . This contract is for a one year term with the option of four (4) renewals each for a one (1) year term subject to mutual acceptance. The maximum contracting period with all renewals is five (5) years.

- 4. Contractor shall be compensated in the manner provided in either subsection (a) or (b) below, whichever is completed.
a. The entire, agreed-upon compensation for the services to be performed under this contract is \$ , to be paid according to the following schedule of payments Use additional sheets if needed.
b. If services are to be charged at a periodic rate, rate charged and period: \$ per . What is the total estimated compensation \$ ; Additional description of pay, if applicable .

If it appears during the course of this contract that the actual compensation will exceed the estimated amount, the contractor shall notify the RSD Fiscal Department in writing. No payment in excess of the total estimated compensation shall be paid unless the Contractor has notified the Fiscal Office of the increase in time required to

complete the services, and received approval of Fiscal Office to perform services up to the newly approved contract time.

**Exhibits.** As a condition to receiving the compensation above, the Contractor shall provide, in addition to the services above stated the following additional documents or reports relating to the service performed:

*(Check all that apply)*

Exhibit A: Statement of Work ; Exhibit B: Contractor's Proposal ; Exhibit C: Insurance Requirements ; Other , describe .....

If RSD is required by law to withhold any monies from Contractor, e.g., PERS, such withholding shall be deducted from the amount of compensation due to Contractor and the balance shall be paid to Contractor. Contractor must submit an invoice to the RSD Chief Financial Officer as an application for payment. The invoice shall itemize Contractor's charges and expenses.

5. If total compensation is in excess of \$150,000, as stated in Section 4a above, or the estimated charges based upon the rate charge and anticipated time involved as stated in Section 4b above exceed \$150,000, this contract shall not be binding upon RSD until approved by the RSD Board of Directors.  
If compensation is to be paid as stated in Section 4b, and it appears that the total payments under this Agreement shall exceed \$150,000, Contractor shall notify the RSD Chief Financial Officer. The CFO shall present this Agreement to the RSD Board of Directors for approval of compensation in excess of \$150,000. No compensation shall be due or payable to Contractor in excess of \$150,000 (in the aggregate) unless the RSD Board of Directors approves this Agreement.
6. Unless Contractor is a sole proprietorship, prior to performing any labor for this Contract, Contractor shall file with RSD Chief Financial Officer a certificate of insurance evidencing that the persons performing services under this Contract are covered by the Contractor's statutory worker's compensation insurance. Contractor shall maintain such coverage during the term of this Contract.
7. Contractor is being employed as an independent contractor to provide the services stated in Section 2 above. The compensation paid to Contractor shall be for all materials, supplies, and labor required, necessary or convenient for Contractor to provide services to RSD. Contractor shall be responsible for, and shall indemnify and hold RSD harmless from any governmental assessments resulting from Contractor's services or compensation, including but not limited to income tax, social security, worker's compensation, or employment insurance. RSD shall not have the right to direct or control the manner of Contractor's performance. RSD expressly disclaims any acts by its employees who attempt to direct or control Contractor's manner of performance; Contractor shall notify RSD Chief Financial Officer should any RSD employee make an attempt to exercise direction or control over Contractor.
8. Contractor covenants and warrants to RSD that Contractor is an independent business, has performed such services for others in the past or is now performing such services for others, and is skilled and duly qualified to provide the services required under this Agreement.
9. This provision is required by statute. In addition to applicable federal and state laws, ORS 279B.220 requires that Contractor shall:
  - a. 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.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
  - c. Not permit any lien or claim to be filed or prosecuted against RSD on account of any labor or material furnished.
  - d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

If Contractor neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Contract as such claim becomes due, RSD may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Contractor. RSD's payment of such a claim shall not relieve Contractor or Contractor's surety, if any, from its obligation to any unpaid claims.

10. Payment for Medical Care: This provision is required by statute. As required by ORS 279B.230 and to the extent

any of Contractor's employees are covered by Oregon employment laws, 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 Contractor, of all sums that Contractor agrees to pay for such services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.

11. Non-Appropriation; Adequate Funding: RSD is prohibited from contracting for services for which it has not received appropriated funds. If payment for work under this Contract extends into RSD's next fiscal year, RSD's obligation to pay for such work shall be subject to approval of future Board of Education ("Board") appropriations to fund this Contract. Moreover, continuation of this Contract at specified levels is specifically conditioned on adequate funding under the RSD's budget adopted in June of each year. RSD reserves the right to adjust the level of services provided for in this Contract in accordance with funding levels adopted by the Board. In the event that the RSD is not adequately funded or funds are cut back, the RSD reserves the right to cancel all, or part of this contract.
12. Contractor shall indemnify, defend, and hold RSD harmless from any claims, actions, demands, losses, or costs (including attorney fees) arising out of or resulting from any act or omission by Contractor.
13. Liability Insurance: Contractor will maintain a policy of liability insurance in the form, and from an insurance company, approved by RSD which company is admitted or otherwise licensed to do business in the State of Oregon.
  - a. Said insurance shall insure Contractor for the benefit of RSD in not less than the amount of \$1,000,000 single limit liability for each occurrence, and aggregate coverage of not less than \$2,000,000.
  - b. The insurance shall cover any occurrences, resulting from any conduct, act, or failure to act, by Contractor, or by an employee, representative, or agent of Contractor, and which occurrence or occurrences result in damages of any kind, including, but not limited to, personal injury or death to any person or persons, damage to any property (personal or real), or damage to any contractual or other commercial right or interest.
  - c. Certificate of Insurance: Contractor shall require its insurance carrier to provide to RSD a certificate of insurance evidencing said coverage. Said policy shall provide that such coverage cannot be modified, terminated or canceled by the carrier without six (6) months written notice sent by certified mail by the insurance carrier to the RSD. It is agreed that no person shall perform any acts on behalf of Contractor without having said insurance in full force and effect.
14. Contractor acknowledges that RSD is a public entity, and that persons or entities contracting with public entities are subject to certain state or federal law, rules, or regulations. To the extent any state or federal law, rule, or regulation is applicable to this Agreement, it is hereby incorporated by reference as if stated herein. It shall be Contractor's responsibility to become acquainted with the applicable laws, rules, and regulations, and Contractor shall indemnify and defend RSD in the event Contractor fails to comply with any applicable state or federal law, rule or regulation.
15. Subcontracts and Assignment. Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of RSD. RSD may withhold such consent for any or no reason. If RSD consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on RSD.
16. Successors in Interest. This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.
17. No Third Party Beneficiaries. RSD and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
18. Hours of Labor. This provision is required by statute. As required by ORS 279B.020(5), 279B.235(3), and 279C.540(6), for Contractor's employees subject to Oregon employment laws:
  - a. Maximum Hours: Employees shall be paid at least time and a half pay for all time worked in excess of 40

hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

b. Exemption: The requirements of Section 15(a) do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

c. Notice to Employees: Contractor must give notice in writing to its employees who perform work on this Contract, either at the time of hire or before commencement of work on this 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.

19. Time Limitation on Claim for Overtime. This provision is required by statute. For Contractor's employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by Contractor shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Contractor within 90 days from the completion of this Contract, providing Contractor has:
  - (1) Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and
  - (2) Maintained such circular continuously posted from the inception to the completion of this Contract on which workers are or have been employed.
20. Hazardous Materials. Contractor shall notify RSD before using any products containing hazardous materials to which RSD employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon RSD request, Contractor must immediately provide Material Safety Data Sheets to RSD for all materials subject to this provision.
21. Errors. Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to RSD.
22. Access to Records; Contractor Financial Records. Contractor agrees that RSD and its authorized representatives are entitled to review all Contractor books, documents, papers, plans, and records, electronic or otherwise ("Records"), directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain all Records, fiscal and otherwise, directly relating to this Contract in accordance with generally accepted accounting principles so as to document clearly Contractor's performance. Following final payment and termination of this Contract, Contractor shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
23. Ownership of Work Products. Contractor agrees that any and all goods or services provided by or developed for RSD are intended as "works made for hire" by Contractor for RSD. As a work made for hire, all work products (including intellectual property) created by the Contractor, as part of Contractor's performance under this Contract shall be the exclusive property of the RSD. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants RSD a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. RSD claims no right to any pre-existing work product of Contractor provided to RSD by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for RSD use only.
24. Work Performed on RSD Property. Contractor shall comply with the following:
  - a. Identification: When performing work on RSD property, Contractor shall be in appropriate work attire (or uniform, if applicable) at all times. If Contractor does not have a specific uniform, then Contractor shall provide identification tags and/or any other mechanism the RSD in its sole discretion determines is required to easily identify Contractor. Contractor and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any RSD personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to RSD, RSD may provide at its sole discretion, RSD-produced identification tags to Contractor, costs to be borne by Contractor.
  - b. Sign-in Required: As required by schools and other RSD locations, each day Contractor's employees are present on RSD property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on

RSD property.

- c. No Smoking: All RSD properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on RSD property.
  - d. No Drugs: All RSD properties are drug-free zones as enforced by local law enforcement.
  - e. No Weapons or Firearms: Except as provided by statute and RSD policy, all RSD properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on RSD property.
25. Unsupervised Contact with Students. This provision is required by statute. "Unsupervised contact" with students, means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct RSD supervision. As required by ORS 326.603, Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no direct, unsupervised contact with students while on RSD property. Contractor will work with RSD to ensure compliance with this requirement. If Contractor is unable to ensure through a security plan that none of its officers, employees, or agents or those of its subcontractors will have direct, unsupervised contact with students in a particular circumstance or circumstances, then Contractor shall notify RSD before beginning any work that could result in such contact. Contractor authorizes RSD to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, of any Contractor officers, employees, or agents who will have unsupervised contact with students. Contractor shall cause its employees and/or subcontractors, if any, to authorize RSD to conduct these background checks. Contractor shall pay all fees assessed by Oregon Department of Education for processing the background check. RSD may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly.
26. Confidentiality; FERPA Re-disclosure. Family Education Rights and Privacy Act ("FERPA") prohibits the re-disclosure of confidential student information. Except in very specific circumstances, Contractor shall not disclose to any other party without prior consent of the parent/guardian any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of its performance of this Contract. Any re-disclosure of confidential student information must be in compliance with the re-disclosure laws of FERPA. Contractor is not to re-disclose information without prior written notification to and written permission of RSD.
27. Security. Any disclosure or removal of any RSD matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against RSD because of Contractor's willful or negligent release of information, documents, or property contained in or on RSD property. RSD hereby deems all information, documents, and property contained in or on RSD property privileged and confidential.
28. Employee Removal. At RSD's request, Contractor shall immediately remove any Contractor employee from all RSD properties in cases where RSD in its sole discretion determines that removal of that employee is in RSD's best interests.
29. Remedies. In case of Contractor breach of this Contract, RSD shall be entitled to any other available legal and equitable remedies. In case of RSD breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
30. Controlling Law; Venue. The parties agree that Oregon law will govern any dispute related to this Contract, and any litigation arising out of the Contract shall be conducted in courts located in Multnomah County, Oregon.
31. Amendments; Renewal. Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.
32. Counterparts. The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.
33. Entire Agreement. When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

34. Notices. All notices or demands of any kind required or desired to be given by RSD or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.
35. This contract may be terminated by either party with a 30-day written notice. The RSD can immediately terminate the Agreement if the Contractor and/or any of the Contractor's employees or agents endanger the health or safety of RSD students or employees.
36. Standards. Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.
37. Performance. Should the Contractor fail to perform the scope of work or meet the performance standards of the RFP and/or contract, the Contracting Agency may (a) reduce or withhold payment under the contract, (b) require the Contractor to perform, at the Contractor's expense, any additional work necessary to perform the scope of work to meet the performance standards established under the contract, and/or (c) to declare a default of the resulting Contract, to terminate the resulting Contract, and to seek damages and other relief available under the resulting Contract and/or applicable law.

**IN WITNESS WHEREOF**, the parties do execute this Agreement, and except as provided above, the undersigned warrant to the other that they are executing this agreement pursuant to authority.

**Reynolds School District #7**

**Contractor**

\_\_\_\_\_  
 Rachel Hopper  
 Chief Operating Officer

\_\_\_\_\_  
 Contractor Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date Signed

\_\_\_\_\_  
 Date Signed

Certificate of Insurance Provided

**Review required for final authorization**

.....  
 Program Director

.....  
 Date Signed

.....  
 Site Manager

.....  
 Date Signed

Account Code for applicable charges .....

Passed Background Check (If applicable) Date/Source .....

Board approval required if estimated charges exceed \$150,000

Board Approval Date .....

## Oregon Smart Snacks Standards

These regulations apply to all Oregon Sponsors participating in National School Lunch Program (NSLP) and School Breakfast Program (SBP)

Oregon Smart Snacks Standards is a blend between the *Federal Smart Snacks in School Rules*, 7 CFR 210.11 and the *Oregon School Nutrition Standards*, ORS 336.423, recently amended by HB2404. Sponsors may, as of their Local Wellness Policy, have more part restrictive standards for foods and beverages sold at schools. In these cases, the most restrictive policy should be followed.

Oregon Smart Snacks Standards apply to all foods and beverages sold to students:

- Outside school meals:
  - A la carte (milks, beverages, single items, entrées\*) *see exemptions below*
  - In school stores/snack bars
  - Fundraising activities/events
  - Vending machines
  - Food Vendor Kiosks
- On the “school campus”
- At any time during the “school day”

Definitions:

School campus - all areas of the property under the jurisdiction of the school (sponsor) that are accessible to students during the school day, including outside areas like parking lots.

School day - the period anytime in the morning before school begins through to the end of the extended school day for activities such as club meetings, yearbook or school paper activities, athletic or band practice, drama or music rehearsals, and child care programs or other student extracurricular activities.

Combination Foods - contain two or more components in school meals representing two or more of the recommended food groups: fruit, vegetable, dairy, protein, or grains. (*Cream, sour cream and cream cheese, are exceptions to this definition and are condiments.*)

Foods and beverages Exemptions from Oregon Smart Snacks Standards:

- \*NSLP and SBP main dishes, including Whole-Grain Rich based entrees for breakfast, can be sold to students as a la carte or as a second meal on day of service or day after service in the same or smaller portion sizes. See also Reference: *USDA SP 35 2014*
- Foods and beverages sold to adults: parents, teachers, administrators and school staff
- Sugar-free chewing gum
- Fresh and frozen fruits or vegetables with no added ingredients except water
- Canned fruit packed in 100 % fruit juice or light syrup or extra light syrup or water only
- Canned vegetables with water can contain a small amount of sugar for processing purposes, to maintain the quality and structure of the vegetable

Each non-program food or beverage being sold to students, no matter how similar in brands, flavors, or types, must be evaluated and meet the Oregon Smart Snacks Standards.

Special Notes



Oregon Smart Snacks Standards: Beverages						
Type of Beverage	Grades K-5		Grades 6-8		Grades 9-12	
	Serving size limit	Calorie Maximum	Serving size limit	Calorie Maximum	Serving size limit	Calorie Maximum
<u>Water</u> , (Plain) with or without carbonation	All grades - No size limits					
<u>Flavored Water</u> , (non-caloric) with or without carbonation	May not be sold		May not be sold		20 oz. (may contain caffeine)	0 calories
<u>Full strength Fruit or Vegetable Juice</u> , with or without carbonation (may contain sugar)	≤ 8 fl. oz.	120 calories (15 cal. per fl. oz.)	≤ 10 fl. oz.	150 calories (15 cal. per fl. oz.)	≤ 12 fl. oz. (may contain caffeine)	180 calories (15 cal. per fl. oz.)
<u>Diluted Juice with water only</u> , with or without carbonation, and no added sugar or sweeteners	≤ 8 fl. oz.	120 calories (15 cal. per fl. oz.)	≤ 10 fl. oz.	150 calories (15 cal. per fl. oz.)	≤ 12 fl. oz. (may contain caffeine)	180 calories (15 cal. per fl. oz.)
<u>Milk</u> : 1% unflavored or fat free, flavored or unflavored	≤8 fl. oz.	150 calories (18.75 cal. per oz.)	≤10 fl. oz.	190 calories (18.75 cal. per oz.)	≤ 12 fl. oz. (may contain caffeine)	225 calories (18.75 cal. per oz.)
	(Including nutritionally equivalent milk alternatives as permitted by the school meal requirements; see approved milk substitution list at: <a href="http://www.ode.state.or.us/search/page/?id=3429">http://www.ode.state.or.us/search/page/?id=3429</a> )					
<u>Low or No Calorie Beverages</u> , with or without carbonation, and with or without caffeine	May not be sold		May not be sold		≤ 20 fl. oz., 10 calories ( ≤ .5 calories / ounce) (may contain caffeine)	
<u>Other Beverages</u> , with or without carbonation and with or without caffeine	May not be sold		May not be sold		≤12 fl. oz., 60 calories ( < 5 calories / ounce) (may contain caffeine)	

Oregon Smart Snacks Standards: Snacks

Snacks or Side Dishes must first be one of the following General Standards:

- Be a “whole grain-rich” grain product; OR
- Be a food item where the first ingredient on product label or heaviest ingredient in a scratch recipe, be a fruit, (Concentrated/Dehydrated Fruit Juice or Concentrated Fruit Puree are not considered a fruit in solid foods) a vegetable, a dairy product, or a protein food; (*See Definitions*) OR
- Be a combination food that contains at least ¼ cup of fruit and/or vegetable; OR
- Contain 10% of the Daily Value (DV) of one of the nutrients of public health concern in the 2010 Dietary Guidelines for Americans (calcium, potassium, vitamin D, or dietary fiber)- expires June 30, 2016.

And meet the Nutrient Standards below:

Snacks		Grades K-5	Grades 6-8	Grades 9-12
	Serving Size	<i>Single-serving</i> , per item as packaged or served, including any condiments offered with snack		
	Calories per serving	≤ 150 Calories	≤ 180 Calories	≤ 200 Calories
	Total Calories from fat*	≤ 35% of total product calories		
	Saturated fat **	< 10% of total product calories		
	Trans fat (gram)	0 grams		
	Sugar Content by weight ***	≤ 35% of total product weight from total sugars (in grams)		
	Sodium Limit	≤ 230 milligrams (mg) (Effective July 1, 2016 sodium limit lower to ≤ 200 mg)		

Exemptions:

\* Total Calories from fat limit does not apply to reduced fat cheeses, part skim mozzarella cheeses, nuts, nut butters, seeds, seed butters, and products that consist of only dried fruit with nuts or seeds, or both, with no added nutritive sweeteners or added fats. If any of these food items are part of a combination food, then the exemption does not apply.

\*\* Saturated fat limit does not apply to reduced fat cheeses, part skim mozzarella cheeses, nuts, seeds, nut and seed butters, and products that consist of only dried fruit with nuts or seeds or both, with no added nutritive sweeteners or added fats, when not part of a combination food. If any of these food items are part of a combination food, then the exemption does not apply.

\*\*\* Sugar limit does not apply to products that consist of only dried fruit with nuts or seeds, or both, with no added nutritive sweeteners or fats; dried whole fruits or vegetables; dried whole fruit or vegetable pieces; and dehydrated fruits or vegetables, with no added nutritive sweeteners or added fats and dried fruits with nutritive sweeteners that are required for either processing or palatability purposes or both.

Concentrated/Dehydrated Fruit Juice or Concentrated Fruit Puree is considered a sugar in solid food and does not meet the General Standards for fruit component/group.

Oregon Smart Snacks Standards: Entrées

\*Entrée must **contain meat/meat alternates** and one of the following General Standards:

- a whole grain rich combination food; OR
- a combination food where the first ingredient on the ingredient label or heaviest weighted ingredient in a scratch recipe is either a fruit, (Concentrated/Dehydrated Fruit Juice or Concentrated Fruit Puree are not considered a fruit in solid foods), vegetable, dairy or protein food; (See Definitions) OR
- a meat or meat alternates alone (not part of a combination food)  
 Exceptions: yogurt, cheese, nuts, seeds and nut or seed butters, and meat snacks (such as beef jerky).  
*(These items alone would be compared to snack standards on the previous page, not entrees); OR*
- a combination food with at least ¼ cup of fruit or vegetable or combination of both fruit and vegetable; OR
- a combination food and contains 10% of the Daily Value (DV) of one of these nutrients: calcium, potassium, vitamin D, or dietary fiber – this option expires June 30, 2016.

\*If a Larger portion size than the same entrée offered in school meals, sold a la carte on any day, it is not exempt and must meet these nutrition standards.

And meet the Nutrient Standards below:

All Grades – K-12	
Serving Size	Per item as packaged or served individually, including any condiments offered with Entrée.
Calories per serving	≤ 350 Calories
Total Calories from fat*	≤ 35% of total product calories
Saturated fat **	< 10% of total product calories
Trans fat (gram)	0 grams (g)
Sugar Content by weight	≤ 35% of total product weight from total sugars (in grams)
Sodium Limit	≤ 480 milligrams (mg)

Exemptions:

\* Total Calories from fat limit does not apply to Seafood, Eggs, or Legumes served alone, and not as part as of a combination food. If served with other food items or in a combination food, the exemption does not apply and must be evaluated to the Entrée Nutrient Standards.

\*\* Saturated fat limit does not apply eggs when served alone, when not part of a combination food. If served with other food items or in a combination food, the exemption does not apply and must be evaluated to the Entrée Nutrient Standards.

Concentrated/Dehydrated Fruit Juice or Concentrated Fruit Puree is considered a sugar in solid food and does not meet the General Standards for fruit component/group.

**APPENDIX F**

**Oregon Smart Snacks Standards  
(ORS 336.423 + Federal Smart Snacks)  
Electronic Entrée Evaluation Calculator**

Use 1 form per Entrée - including different brands of same type

Date: \_\_\_\_\_  
 Product Name: \_\_\_\_\_  
 Manufacturer: \_\_\_\_\_  
 Product Code #: \_\_\_\_\_  
 Source of info: (check one) \_\_\_\_\_ Nutrition Facts Label \_\_\_\_\_ Nutrient Analysis

Per item as packaged or served individually, **including any condiments** offered with Entrée.

General Standards	Answer "y" for yes or "n" for no in ALL questions in the yellow Info. column Entrée contains meat or meat alternate and is one of the following:	Info.	Meat/Meat Alternates (M/MA) - are a USDA term used in school meals to include meat, poultry, fish, cheese, yogurt, dry beans and peas, whole eggs, alternate protein products such as high quality soy, peanut butter or other nut or seed butters, and nuts and seeds. For more information refer to the USDA Food Buying Guide at:  <a href="http://www.fns.usda.gov/tn/food-buying-guide-school-meal-programs">http://www.fns.usda.gov/tn/food-buying-guide-school-meal-programs</a>
<b>Must meet at least one of these General Standards</b>	a combination food containing meat or meat alternates (M/MA) <u>and</u> a whole grain rich (WGR) grain product (Y or N)		
	a combination food containing M/MA and has as the first ingredient on the ingredient label or heaviest weighted item in a recipe is a fruit, vegetable, dairy or protein food (Y or N)		
	a M/MA Only - Served alone (except yogurt, cheese, nuts, seeds and nut or seed butters.) (Y or N)		
	a combination food containing meat/meat alternates <u>and</u> at least 1/4 cup of fruit or vegetable, or combination of both. (Y or N)		
	If NO, <b>stop</b> . This product does not meet Oregon Smart Snacks standard as an Entrée.		

Instructions: Fill in ALL the yellow Amount (Amt.) column boxes using the Nutrition Facts Label off the package or recipe nutrient analysis data

Nutrient Standards	Nutrient Information (Standard)	Amt.	Result	
	Total Calories (≤350)			
	Total calories from fat*			*Percent of Calories from fat exempted if Legumes, Seafood, or Eggs served alone.
	% Calories from Fat (≤35%)			
	Grams of Saturated Fat			
	% Calories from Saturated Fat (<10%)**			**Percent of Calories from Saturated Fat exempted if Eggs only served alone.
	Grams of Trans Fat (0g)			
	Grams of Sugar			
	Total Weight of Food in Grams			
	% of Weight from Total Sugar (≤35%)			
	Sodium limit in mg (≤480mg)			
<b>Meets Standards</b>	Meets standards for all grade levels, K-12			

\*Total calories from fat is more accurate than grams of fat. If total calories from fat are not available, use grams of fat x 9.

Electronic forms and additional information are available at: <http://www.ode.state.or.us/go/smartsnacks>

**APPENDIX G**

**Oregon Smart Snacks Standards  
(ORS 336.423 + Federal Smart Snacks)  
Electronic Snack Evaluation Calculator**

Use 1 form per Snack- including different flavors or brands of same type

Date: \_\_\_\_\_  
 Product Name: \_\_\_\_\_  
 Manufacturer: \_\_\_\_\_  
 Product Code #: \_\_\_\_\_  
 Source of Info: (check one)     Nutrition Facts Label     Nutrient Analysis

**Single-serving, per item as packaged or served, including any condiments offered with snack**

**General Standards**

Answer "y" for yes or "n" for no in ALL questions in the yellow "Info." Column.

**Must meet at least one of these General Standards**

	Info.
a whole grain rich (WGR) food (Y or N)	
first ingredient on the ingredient label or heaviest weighted item in a recipe is a fruit, vegetable, dairy or protein food (Y or N)	
a combination food the contains at least 1/4 cup of fruit or vegetable, or combination of both. (Y or N)	
If NO, <b>stop</b> . This product does not meet Oregon Smart Snacks standard as a Snack.	

**Exemptions  
Fat/Sat fat  
All 3  
Sugar only**

Answer "y" for yes or "n" for no in the yellow Info. column

	Info.
Product is solely nuts, seeds, nut/seed butters, eggs, legumes, part skim mozzarella or reduced fat cheese	
Product is solely dried fruit w/ nuts and/or seeds w/ no added sweeteners or fat	
Product is solely a fruit or vegetable without added sweeteners	

**Nutrient Data**

Fill in all yellow Amount "Amt." column using the Product's Nutrition Facts Label or nutrient analysis data

Nutrient Information (Standard)	Amt.	Percent
Total calories (Elem ≤ 150; M ≤ 180; H ≤ 200)		
Single Serving, Weight in grams, 1oz=28.3 grams 1 ounce = 28.3 grams		
Total calories from fat* (≤ 35%)		
Total grams of saturated fat (< 10%)		
Total grams of trans fat (0 grams)		
Total grams of sugar (≤ 35%)		
Total mg of sodium (≤ 200 mg)		

Grades	Meets
Elementary	
Middle	
High	

\*Total calories from fat is more accurate than grams of fat. If total calories from fat are not available, use grams of fat x 9.

Electronic forms and additional information are available at: <http://www.ode.state.or.us/go/smartsnacks>

**APPENDIX H**

**Oregon Smart Snacks Standards**

(ORS 336.423 + Federal Smart Snacks)

**Electronic Beverage Evaluation Calculator**

Use 1 form per individual beverage item - including different flavors and brands

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

**Product Name:** \_\_\_\_\_

**Manufacturer:** \_\_\_\_\_

**Product Code # :** \_\_\_\_\_

**Source of info:** (check one) \_\_\_\_\_ Nutrition Facts Label \_\_\_\_\_ Nutrient Analysis

Answer each yes or no questions below with either "Y" for yes or "N" for no, for the type of beverage.

**Water** Answer first question and apply the result in the blue box. Info.

Beverage is plain <u>un</u> flavored water with or w/out carbonation - any size, y or n	
If <b>YES</b> result, stop here product meets standard for all grade levels.	
If <b>NO</b> , complete the form to verify product meets standard by grade level, below.	

**Juice** Fill in all yellow boxes with Amount (Amt.) or Yes or No using the Product's Nutrition Facts Label or nutrient analysis data

Nutrient Information:	Info. or Amt.
Fruit or Vegetable Juice, Full strength - y or n	
Fruit or Vegetable Juice diluted w/ water only	
Contains added sweetener - y or n	
Total calories (Kcal) (Maximum: 15 calories/ounce)	
Total ounces (Maximums: Elem ≤ 8; Middle ≤10; High ≤12)	

Grades	Meets standard
Elem	
Middle	
High	

**Milk** Fill in all yellow boxes with Amount (Amt.) or Yes or No using the Product's Nutrition Facts Label or nutrient analysis data

Nutrient Information:	Info. or Amt.
1% unflavored OR fat free flavored or unflavored - y or n	
Total calories (Kcal) ( Maximum: 18.75 calories/ounce - all grades)	
Total ounces (Maximums: Elem ≤ 8; Middle ≤10; High ≤12)	

Grades	Meets Standard
Elem	
Middle	
High	

**Low or No KCAL, & Other** Fill in all yellow boxes with Amount (Amt.) using the Product's Nutrition Facts Label or nutrient analysis data

Nutrient Information:	Amt.
Total calories (Kcal) (Maximum: < 5 calories/ounce)	
Total ounces (≤ 20 ounce with maximum 10 calories or ≤ 12 ounce, 60 calories max.)	

Grades	Meets Standard
High	

Electronic forms and additional information are available at: <http://www.ode.state.or.us/go/smartsnacks>