

ANAHEIM UNION HIGH SCHOOL DISTRICT  
501 CRESCENT WAY  
ANAHEIM, CALIFORNIA 92801

NOTICE TO BIDDERS

In accordance with Public Contract Code 20111, NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the Anaheim Union High School District, County of Orange, State of California, will receive sealed bids up to but no later than **FEBRUARY 3, 2023, at 12:00 p.m. PST**. The bid must be submitted and received online through the AUHSD Online Bonfire Bidding Hub: <https://auhsd.bonfirehub.com>

**RFP No. 2023-09 – KITCHEN EQUIPMENT AND RELATED ITEMS**

For assistance, please contact Todd Gangnath, Buyer at [gangnath\\_t@auhsd.us](mailto:gangnath_t@auhsd.us) or by phone at 714-999-3599.

The Governing Board of Trustees of the Anaheim Union High School District reserves the right to reject any and all bids received in whole or part, to waive any irregularities in the bids or bidding, and to be the sole judges of suitability of products offered.

Brad Minami  
Director, Purchasing and Central Services  
Anaheim Union High School District

Publish: January 18 & 25, 2023

ANAHEIM UNION HIGH SCHOOL DISTRICT  
INSTRUCTIONS FOR BIDDERS

RFP NO. 2023-09 KITCHEN EQUIPMENT AND RELATED ITEMS

1. PREPARATION OF BID FORM: The Anaheim Union High School District, hereinafter referred to as District, invites bids on the forms enclosed to be submitted no later than **12:00 P.M. P.S.T., FEBRUARY 3, 2023**. All blanks on the BID FORM must be appropriately filled in. Each bid must be submitted online at AUHSD Online Bidding Hub: <https://auhsd.bonfirehub.com>. It is the sole responsibility of the bidder to ensure that their bid is received at the location specified in Item 2 below, no later than the time and date specified. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. BID SUBMISSION ADDRESS: Bids shall be submitted to the Purchasing Department of the District online only. **NO BIDS SHALL BE RECEIVED HAND DELIVERED.**

TO BE CONSIDERED, ALL BIDS MUST BE RECEIVED IN THE ONLINE BIDDING SYSTEM BY THE TIME AND DATE OF CLOSING. DISTRICT WILL NOT BE RESPONSIBLE FOR BIDS THAT ARE NOT SUBMITTED ONLINE AT THE CLOSING DATE AND TIME. FAXED BIDS, E-MAILED BIDS AND BIDS RECEIVED IN THE PURCHASING DEPARTMENT AFTER DATE AND TIME INDICATED HEREIN WILL NOT BE ACCEPTED.

3. BID OPENING READING: All bids shall be publicly opened at the time and date indicated above in Item 1, online. Results will be provided after an evaluation is conducted.

4. SIGNATURE: All bids must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid. Unsigned bids will be considered non-responsive, thus resulting in rejection of the bid.

5. MODIFICATIONS: Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which are not specifically called for in the bid documents may result in District's rejection of the bid as not being responsive to this invitation to bid. Oral, telephone, telegraphic, or facsimile bids or modifications will not be considered.

6. ERASURES: The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the bid.

7. WITHDRAWAL OF BID: Any bidder may withdraw their bid personally or by written request, to the Director of Purchasing/Central Services, at any time prior to the scheduled closing time for receipt of bids. Any request for withdrawal received after the hour set for the opening of the bids will forfeit the entire bid submitted.

8. INTERPRETATION OF BID DOCUMENTS: Bidders who find discrepancies in or omissions from the bid documents, may submit to the Director of Purchasing/Central Services, a written request for clarification or correction thereof by email. A copy of all requests for clarification and the response thereto will be emailed to all bidders. Corrections will be made by addenda issued to each bidder. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid automatically. **The RFI (Request for Information) deadline is January 31, 2023 at 1:00 p.m. PST.**
9. AWARD OF A CONTRACT: The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon its best judgment as to which items substantially comply with the specifications, or which are most economical and/or best suited for the purpose for which they are intended.

It is the District's intent to award this bid to one bidder in its entirety. The District also reserves the right to make multiple awards or no award at all and further reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid. Please submit prices on each item. Cash discounts offered shall be considered in determining low bid in accordance with Bid Form. In the event of equal bids, the award shall be made to the bidder located within the State of California, the County of Orange, and with whom the Purchasing Department of the District has had satisfactory business relationships, in the order named. All bids shall remain open and valid and subject to acceptance for sixty (60) calendar days after the bid opening date.

10. ASSIGNMENT OF THE CONTRACT: The bidder shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.
11. PRICES: Bid each item separately. Prices must be stated in units specified or trade standard. The right is reserved to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Quote prices net including trade discounts, F.O.B. DESTINATION, FRT. PREPAID. Cash discounts, when offered, will be computed from final date of accepted delivery or receipt of invoice, whichever is later. Sales tax will be applicable but not included in bid unit price.
12. PRICE INCREASE: Pricing shall remain firm for a year from the award of the bid before any price increase is permitted. The successful bidder(s) shall submit to the District, a written notice (no electronic mail), of any price changes. The District must have sixty (60) calendar days prior written notice of any price change. A written justification from the supplier and manufacturer must accompany the sixty (60) calendar days' notice to the District. In the event of the price increase, the District reserves the right to cancel such items from the Bid. Failure to meet these requirements set forth may be cause for DEFAULT under the TERMINATION OF DEFAULT clause of this bid.

13. DISCONTINUED ITEM: The successful bidder(s) shall submit to the District a written notice (no electronic mail), anytime when any item has been discontinued. The District must have sixty (60) calendar days prior written notice of any price change. A written justification from the supplier and manufacturer must accompany the sixty (60) calendar days notice to the District. In the event of an item being discontinued, the District reserves the right to cancel such items from the Bid. Failure to meet these requirements set forth may be cause for DEFAULT under the TERMINATION OF DEFAULT clause of this bid.
14. MODEL CHANGES: Model changes will be allowed as long as the replacement is significantly the same or better in terms of specifications and performance and there is NO price change. The successful bidder(s) shall submit to the District, a written notice (no electronic mail) of any model changes. The District must have sixty (60) calendar days prior written notice of any price change and change shall not take place without written approval by the District. A written justification from the supplier and manufacturer must accompany the sixty (60) calendar day notice to the District. In the event of the brand change, the District reserves the right to cancel such items from the Bid. Failure to meet these requirements set forth may be cause for DEFAULT under the TERMINATION OF DEFAULT clause of this bid.
15. SUBSTITUTIONS: Brand names are included for descriptive purposes to indicate the quality, design, and utility desired by the District, but the specifications are not intended to restrict competition. Brands of equal make or type to those specified will be considered unless otherwise so indicated in the bid. **Each bidder shall indicate the brand name and model number of the brand(s) being bid (even if indicated in the specification).** Terms such as “As spec” or Bidder’s item numbers instead of the manufacturer’s name and model number may be considered non-responsive. In accordance with the INSPECTION AND ACCEPTANCE provision of this bid, testing may be required.

Whenever in the specifications any material, process, service or equipment is indicated or specified by brand name, trade name, proprietary name or by name of the manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of the material, process, service or equipment desired and shall be deemed to be followed by the words “or equal”. Bidder may offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified subject to District approval.

Should the Bidder wish to request any substitution for the material, process, service, or equipment indicated or specified by brand name, trade name, proprietary name or by name of the manufacturer, the bidder shall submit a written request to the District with their bid. With respect to a proposed substitution of an “equal” item, the bidder shall also submit all pertinent and appropriate data substantiating its request for substitution with their bid. The District shall only consider substitution requests from the bidder submitting the bid. The District is not responsible for locating or securing any information which is not included in such substantiating data. The burden of proof as to the quality or suitability of a proposed substitution shall be borne by the bidder. The District shall be the sole judge as to the quality and suitability of the proposed substitution, and the decision of the District shall be final and

conclusive. Also, no proposed substitution shall be deemed approved unless the District has so indicated in writing. If the substituted item is acceptable, the District will approve it.

It is expressly understood and agreed to by the bidder that the District reserves the right to reject any proposed substitution. If the material, process, service, or equipment offered by the bidder is not, in the sole opinion of the District, equal or better in every respect to that specified, and is rejected by the District, then bidder expressly understands these items instead of the manufacturer's name and model number may be considered non-responsive.

In the event bidder furnishes material, process, service or equipment other than what was specified by the District and which was approved by the District and which later is defective, then bidder, at its sole cost and expense, shall furnish the District specified material, process, service, or equipment or fully replace with new the defective material, process, service or equipment, at District's discretion.

16. NON-EXCLUSIVITY: The District is not obligated to purchase from the bid, but will utilize it as often as possible and reserves the right to competitively bid any item on this contract when it is in the best interest of the District.
17. QUANTITIES: Quantities shown in Bid Form are estimates only, based on the best information available at the time. The District reserves the right to purchase more or less of the units specified at the unit cost bid. No minimum quantities for the items listed on the bid when placing order.
18. SAMPLES: Sample articles may be requested before an award is made. If requested prior to award, sample articles shall be submitted to Attn: Purchasing Department located at 501 Crescent Way, Anaheim, CA 92801. Sample articles shall be provided at no expense to the District within two (2) business days of request. The supplier shall submit along with the sample item, complete illustrative and technical data. Sample articles will be returned to the supplier upon the award of the Bid. Supplier shall pick up any item(s) within five (5) business days upon notification. After the five (5) business days the item(s) shall become the property of the District. Failure to provide sample articles as requested shall be cause for rejection of the Bid.

All packages containing sample items must be clearly labeled with bidder's name, Bid number, and each unit clearly identified as to the size and item number for which the unit is to be considered.

If, in the opinion of the District, an item purchased on the Bid does not conform to specifications or perform to the standards of the sample item submitted, the District reserves the right to have the product tested by an independent laboratory. If the test shows that the product does not conform to specification or meet the standards of the unit submitted, the cost of testing will be charged to the successful bidder and the contract may be canceled under the TERMINATION FOR DEFAULT section of the bid.

19. DELIVERY REQUIREMENT: Bidders shall bid all items F.O.B. DESTINATION, FRT. PREPAID to: Anaheim, CA.
20. DELIVERY SCHEDULE: The District requires reorders to be delivered within two (2) weeks upon receipt of order. The District reserves the right to make award based on delivery time quoted. Failure to meet the delivery requirements set forth may be cause for DEFAULT under the TERMINATION OF DEFAULT clause of this bid.
21. WARRANTY: Supplier shall guarantee any items delivered under this order unconditionally for a thirty (30) day period after item is deployed per manufacturer warranty.
22. INSURANCE: Prior to issuance of a purchase order, the successful bidder shall furnish the District with insurance endorsements evidencing insurance coverage and further indicating that the successful bidder's policies have been endorsed to name the "Anaheim Union High School District" as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide the "Successful bidder's policy is primary over any insurance carried by the District and that "the policy will not be cancelled or materially changed without thirty (30) calendar days prior written notice " being given to the District's Purchasing Department. During the term of the contract, the successful bidder shall, at its own cost and expense maintain the following types of insurance:
- i. Commercial General Liability Coverage, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$1,000,000 per occurrence and an annual general aggregate limit not less than \$2,000,000. The policy shall be endorsed to name the District, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insured.
  - ii. Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.
  - iii. Business Automobile Liability Coverage with limits as required by the State of California.
23. FAILURE TO PROVIDE EVIDENCE OF INSURANCE, POST SECURITY, OR EXECUTE CONTRACT: In the event the bidder to whom a notice of intent to award a contract is given, fails or refuses to provide the certificates of insurance, required bonds, or return properly executed copies of the contract within seven (7) calendar days from the date of receiving said notice, the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.

24. DEFAULT: In the event the bidder to whom a contract is awarded fails to perform in accordance with the terms and conditions of the bid or the contract, the District may terminate their orders, in whole or in part, in accordance with the TERMINATION FOR DEFAULT provision of this bid.

25. TERMINATION FOR DEFAULT: The District may, by written notice of default to the successful bidder, terminate the contract in whole or in part if:

A. The successful bidder fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the items(s) provided fail to perform satisfactorily;

OR

B. The successful bidder fails to perform any of the other provisions of the bid or purchase order and does not cure such failure within a period of two (2) business days (or such longer period as the District may authorize in writing) after receipt of notice from the Anaheim Union High School District specifying such failure.

In the event the District terminates the contract, in whole or in part, the District may acquire equipment, similar to those so terminated from another source, and the successful bidder shall be liable for any excess costs of acquisitions of such similar supplies.

26. SUPPLIER NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out the terms and conditions of the contract, the successful bidder is an independent contractor and not an officer, employee, or agent of the District.

27. EVIDENCE OF RESPONSIBILITY: Upon request of the District, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing their financial resources. The District may also request the names of at least three (3) references for whom similar supplies or equipment were provided during the previous year. The bidder must furnish this list within three (3) business days after request. Failure to do so will be sufficient cause for default and the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.

28. ANTI-DISCRIMINATION: In connection with all services performed under this bid, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the Project by such bidder.

29. INSPECTION AND ACCEPTANCE: All items provided under the contract shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, processing and labeling. Inspection and acceptance of all items shall be at DESTINATION. Items found to be defective or not in accordance with the bid specifications shall be replaced by the successful bidder at no cost to the District. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of this bid.
30. INSPECTION OF BIDDER'S FACILITY: The District reserves the right to inspect the facilities of the bidder prior to award of the contract and if representatives of the District determine after such inspection that the bidder is not capable of performing satisfactorily to the District, his bid will be ruled nonresponsive. Additionally, the District reserves the right to inspect the successful bidder's facility during the contract period.
31. INDEMNIFICATION: Bidder agrees to defend, indemnify, save, and hold harmless the District and any of their governing bodies, the individuals, thereof, and all officers, agents, employees, representatives, and volunteers from all loss, cost, and expense (including, but not by way of limitation, attorneys' fees and other related legal costs) arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of the Bidder's performance or failure to perform services under this bid, or resulting from or in any way directly or indirectly connected with the performance or nonperformance of the District, pertaining to this bid. Bidder further agrees to waive all rights of subrogation against the District and shall pay for any and all injury, damage, or loss to the District. The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage, nor do these provisions apply to any injury, damage or loss caused solely by the negligence of the District.
32. DISCOUNTS: Cash discounts shall be considered in determining low bid if the discount offered is for a 30-day payment period or more. Cash discounts for less than 30 days shall not be considered in determining low bid.
33. EMPLOYEE BACKGROUND CHECKS: At the time of contract award and during the entire term of the contract, the successful bidder, including all subcontractors, shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the successful bidder's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the successful bidder. Attached is the District's standard Fingerprint Certification form that must be completed prior to commencement of any work.

If the successful bidder refuses or fails to comply with this section, such refusal or failure shall be considered sufficient cause for termination of the contract, in whole or in part, under the Termination for Default clause of the contract.



34. DRUG AND ALCOHOL FREE WORKPLACE: The successful bidder hereby certifies, under penalty of perjury, under the laws of the State of California that under the contract the successful bidder will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Anaheim Union High School Board of Education’s Policy (BP 6317.20). Therefore, the work site shall be kept drug and alcohol free at all times.

35. TOBACCO-FREE WORKPLACE: The successful bidder hereby agrees, under the contract, he will comply with the Anaheim Union High School Board of Education’s Policy (BP 6317.15) which states: “The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second hand smoke and desires to provide a healthy environment for students and staff.” Therefore, the work site shall be kept tobacco free and smoke-free at all times.

36. BID DOCUMENTS: The complete bid includes the following documents:

- Notice Calling For Bids
- Instructions For Bidders
- **Fingerprint Requirements and Certification**
- **Bid Form**
- **Addendum Sheets (if any)**
- **Information Required of Bidders**
- **Non-Collusion Declaration**

**\*BOLDED ITEMS MUST BE COMPLETED AND RETURNED WITH THE BID FORMS.**

Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidder should fully acquaint him/herself with the terms and conditions affecting the performance of the contract. Submission of a bid shall be taken as prima facie evidence of compliance with this provision.

ANAHEIM UNION HIGH SCHOOL DISTRICT  
INFORMATION REQUIRED OF BIDDERS  
RFP No. 2023-09 KITCHEN EQUIPMENT AND RELATED ITEMS

The Offeror shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached if necessary. “You” or “your” as used herein refers to the offeror’s firm and/or any of its owners, officers, directors, shareholders, parties or principals.

If the same information is provided elsewhere in your proposal and qualification materials, then please clearly identify such in the following questions.

Please be advised that the District may request verbal or written clarifications or additional information or an interview or presentation at any time.

Bidders are advised that the Anaheim Union High School District reserves the right to reject a bid from a bidder that cannot demonstrate the ability to provide the services required. Past service and delivery performance with a similar sized organization and scope of work is a factor in the determination of award against this bid. Bidder’s past performance practices and service to the Anaheim Union High School District will be examined. Bidders who have demonstrated unsatisfactory performance will be subject to disqualification as a responsible bidder, thereby disqualifying the bidder from contract award.

(CONTINUED NEXT PAGE)

**SECTION A – GENERAL INFORMATION**

(1) Firm name, address and contact information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
Internet Address: \_\_\_\_\_

(3) Type of firm: (check one)  
Individual  Partnership  Corporation  State

(4) Names and titles of all principals/officers of the firm:

| Name  | Title | Phone Number |
|-------|-------|--------------|
| _____ | _____ | _____        |
| _____ | _____ | _____        |
| _____ | _____ | _____        |
| _____ | _____ | _____        |

(5) Please list any applicable certifications and licenses and the associated numbers:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(6) Have you or any of your principals ever conducted similar services and products under a different name or certification or different license number? \_\_\_\_\_

a. If Yes, give firm name, address and certification or license number.

(i) Name \_\_\_\_\_

(ii) Address \_\_\_\_\_

(iii) License No. (if any) \_\_\_\_\_

- (7) How many years has your firm been in business under its present business name?  
\_\_\_\_\_.
- (8) How many years of experience does your firm have providing similar services and products? \_\_\_\_\_.
- (9) How many public agencies has your firm provided similar services and products for?  
\_\_\_\_\_.
- (10) Please list the public agencies including School Districts and the like, that your firm has provided similar services and products for:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (11) Please attach a short history of the firm including whether it is local, national, or international as well as approximate number of employees. Also provide the number of firm offices and locations.
- (12) Please attach a copy of your firm's most recent financial statement or other financial instruments that would establish your firm's ability to complete its obligations under any agreement resulting from this RFP.
- (13) Please attach or list below why your firm should be selected by the District to provide the solicited services.

**SECTION B – LEGAL**

(14) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services and products involving a school or community college district during the prior five (5) years? \_\_\_\_\_.

(a) If Yes, provide the name of the public agency and briefly detail the dispute:

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(15) Have you ever had a service agreement terminated for convenience or default in the prior five (5) years? \_\_\_\_\_.

(a) If Yes, provide details including the name of the other party:

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(16) Is your firm, owners, and/or any principal or manager involved in or is your firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? \_\_\_\_\_.

(a) If Yes, provide details:

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(17) Is your firm, owners, and/or any principals or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? \_\_\_\_\_.

(a) If Yes, provide details:

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(18) Does your firm maintain errors and omissions coverage? \_\_\_\_\_.

If so, please provide a current copy of the declaration page showing the maximum liability or policy value.

(19) Will your firm comply with all District, Local, State and Federal legal requirements, regulations and laws? \_\_\_\_\_.

### **SECTION C – ADDITIONAL INFORMATION**

(20) Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

**REFERENCES**

(21) Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

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(22) Each firm must include the following references:

(a) List at least three clients for whom you have provided similar services and products. Show the names, addresses, and telephone numbers of the persons who can be contacted. Information obtained through the references will be evaluated by the District.

| Name  | Address | Phone Number |
|-------|---------|--------------|
| _____ | _____   | _____        |
| _____ | _____   | _____        |
| _____ | _____   | _____        |
| _____ | _____   | _____        |
| _____ | _____   | _____        |
| _____ | _____   | _____        |
| _____ | _____   | _____        |

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Information Required of Offeror pages one (1) through seven (7) is true and correct. Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, State of \_\_\_\_\_.  
City, County

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ANAHEIM UNION HIGH SCHOOL DISTRICT

FINGERPRINT REQUIREMENTS AND CERTIFICATION

RFP No. 2023-09 KITCHEN EQUIPMENT AND RELATED ITEMS

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.



**CERTIFICATION BY CONTRACTOR**  
**CRIMINAL RECORDS CHECK**  
**AB 1610, 1612 and 2102**

To the Governing Board of Anaheim Union High School District:

I, \_\_\_\_\_ certify that:  
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at \_\_\_\_\_, California on \_\_\_\_\_.  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

ANAHEIM UNION HIGH SCHOOL DISTRICT  
NON-COLLUSION DECLARATION  
RFP No. 2023-09 KITCHEN EQUIPMENT AND RELATED ITEMS

\_\_\_\_\_, declares that he or she is \_\_\_\_\_  
(Full Name) (Title)

of \_\_\_\_\_, the party making the foregoing bid, that the  
(Company/Firm Name)

bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(Company/Firm Name)

ANAHEIM UNION HIGH SCHOOL DISTRICT  
GENERAL SPECIFICATIONS  
RFP NO. 2023-09 KITCHEN EQUIPMENT AND RELATED ITEMS

1. Scope of Work

This bid is for the purchase of kitchen equipment and related items to be used throughout the school district. The contract will be for a period of one (1) year with the option to renew for two (2) additional one-year terms.

2. Pricing

All prices shall be F.O.B. Destination, Freight Prepaid and Allowed to AUHSD's Warehouse and school sites as stated herein. Sales tax will be applicable, but is not to be included in unit prices on bid.

3. Interpretation of Documentation

- a. The intention of the bid documents is to include all materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words, which so applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.
- b. Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these contract documents within the limits specified.
- c. Specifications are intended to delineate and describe the work and its component parts to such a degree as will enable skilled and competent bidders to intelligently bid upon the work, and to carry said work to a successful conclusion.
- d. The naming of any material and/or equipment shall mean furnishing of same, including all incidental accessory items thereto, as per best practices of the trade(s) involved, unless specifically noted otherwise.

4. Equipment and Labor

The successful bidder shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material necessary to furnish the items and provide the services required herein described.

5. Product Material and Process Composition

All items shall be in compliance with Federal Trade Commission and Consumer Product Safety Commission guidelines for flammability and care instruction labeling.

6. Orders and Deliveries

- a. Purchase Orders will be issued as early as practicable. Both initial orders and follow-up orders will be drawn on these purchase orders.
- b. Supplier is required to provide a fillable hardcopy and an electronic order form for authorized personnel to use to place orders via online, e-mail or fax, and to confirm receipt of the order as soon as practicable via phone, e-mail or fax back to the ordering party within two (2) business days of receiving the order.

- c. Only orders placed by authorized AUHSD personnel such as Purchasing Department staff members, and designated site personnel as indicated on the face of each purchase order are to be accepted.
- d. Initial orders shall be delivered to the AUHSD Warehouse.
- e. Subsequent ‘make-up’, ‘re-order’, ‘filler’ or ‘follow-up’ orders must be delivered within seven (7) business days from receipt of order.
- f. Product must be delivered in boxes that are clearly marked with the description contents (count and size), purchase order number, and box number of total number of boxes (i.e. Box 1 of 3); this requirement applies to all orders.
- g. All items delivered must be in a condition acceptable to the District. Any damaged items will be rejected and returned at successful bidder’s expense. Any misprints or errors will be rejected and returned. The contractor will replace such items within two business days with like goods of acceptable quality.

7. Invoices and Packing Slips

Hard copy invoices shall be submitted via US Post to the District’s Accounts Payable Department at P.O. Box 3520, 501 Crescent Way, Anaheim, CA 92803-3520 and supporting documents as follows:

- a. Two (2) copies of the packing slip shall accompany goods at the time of delivery which will act as a proof of delivery. No goods shall be delivered without an accurate packing slip and no packing slip shall be signed for goods not present.
- b. An authorized District or School representative who received the items must sign and date both copies of the packing slip at time of delivery. One copy shall be left with the person receiving the goods; the second copy is to be retained by the Supplier.
- c. All invoices and packing slips shall clearly indicate the following as a minimum:
  - i. Name and address of company
  - ii. Purchase Order number
  - iii. Item/part number and description
  - iv. Quantities of each item:
    - 1. Ordered
    - 2. Back ordered
    - 3. Delivered
  - v. Unit of measure (each)
  - vi. Unit price (invoice only)
  - vii. Extended Totals (invoice only)
  - viii. Name of person placing order
  - ix. Date order was placed
  - x. Date order was delivered

8. Order Discrepancies

Discrepancies in items and quantities ordered compared with what is delivered will be resolved between the Supplier and the person placing the order as evidenced by written or electronic documentation. If documents do not match, the document signed by the receiving AUHSD personnel will prevail.

9. Additional Services

Additional items may be required at which point arrangements can be made on an ‘as-needed’ basis, but must be approved by the Director of Purchasing and Central Services prior to commencement.

ANAHEIM UNION HIGH SCHOOL DISTRICT

BID FORM

RFP No. 2023-09 KITCHEN EQUIPMENT AND RELATED ITEMS

1. Pursuant to and in compliance with this bid and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed and to provide and furnish any and all of the labor, materials, tools, equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with this contract.

All in strict conformity with the specifications and other contract documents including any addendums for the amounts as set forth below.

2. Bidder must adhere to the delivery schedule included in the bid documents, unless otherwise changed in writing by the District and provide all necessary insurance certificates as required in the bid documentation.
3. It is understood that the District reserves the right to reject this bid as specified in the Instructions For Bidders and that the bid shall remain open and not be withdrawn for a period of sixty (60) days.
4. Contract term is for one year, renewable in one year increments. Renewal must be mutually agreeable and in writing. After the initial one (1) year period, the District desires the right and option to renew the contract annually, for two (2) additional one (1) year terms for a maximum total of three (3) years from time of first award, under the same price, terms and conditions, subject only to the successful bidder's published price increase as set forth herein.

Indicate if said Renewal Option is granted for one additional year:

\_\_\_\_\_ Option Granted  
 \_\_\_\_\_ Option Not Granted

Price Increase shall not exceed \_\_\_\_\_% during the first renewal period, based on manufacturers increases documented and verified.

Indicate if said Renewal Option is granted for second additional year:

\_\_\_\_\_ Option Granted  
 \_\_\_\_\_ Option Not Granted

Price Increase shall not exceed \_\_\_\_\_% during the second renewal period, based on manufacturers increases documented and verified.

It is agreed that if any renewal option granted herein is exercised, the District shall so notify the contractor prior to the expiration date.

- 5. This bid is subject to a cash discount of \_\_\_\_\_% thirty (30) days.
- 6. It is the intent of the District that other school districts pursuant to Public Contract Code Sections 20118 and 20652 may utilize the provisions of this bid pursuant to the specifications set forth herein. The District waives its right to require other districts to draw their warrants in favor of this District and authorized each district to make payment directly to the successful bidder.

\_\_\_\_\_ Option Granted

\_\_\_\_\_ Option Not Granted

Suppliers who are awarded any part of this contract will be provided with a copy of the legal notice, the Board recommendation and any other information pertaining to this bid. Any supplier choosing to utilize the Piggyback option will be responsible for providing this information to other districts.

- 7. The District requests the option to purchase additional items and services from Bidder's catalog not listed in bid. Please state percent discount to deduct from catalog list prices or submit pricing on these items. Catalog List Prices Less \_\_\_\_\_% Discount for all items in catalog or submit list of all items and prices extended to District not specifically included in the above bid.

Dated: \_\_\_\_\_

\_\_\_\_\_ Proper Name of Bidder

By

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature of Bidder

Note: If a bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents; if a bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner of partners authorized to sign contracts on behalf of the partnership; and if a bidder is an individual, his full signature shall be placed above.





| Equipment Type  | Make                   | Model  | Description  | Quantity | Specs                 | Shipping Cost Per Unit | Delivery Time | Warranty |  |  |  |  |  |  |
|---|------------------------|--|--|----------|-----------------------|------------------------|---------------|----------|--|--|--|--|--|--|
| 1 Door Freezer  | Utility                | F-25-SA-1S-D   | Preferred: Utility, then Traulsen, then Centerline   | 3        | <a href="#">Specs</a> |                        |               |          |  |  |  |  |  |  |
| 1 Door Freezer  | Traulsen               | G12010   | x  | 3        | <a href="#">Specs</a> |                        |               |          |  |  |  |  |  |  |
| 1 Door Freezer  | Centerline By Traulsen | CLBM-23F   | x  | 3        | <a href="#">Specs</a> |                        |               |          |  |  |  |  |  |  |
| 2 Door Freezer  | Utility                | F-50-SA-25-D   | Preferred: Utility, then Traulsen  | 8        | <a href="#">Specs</a> |                        |               |          |  |  |  |  |  |  |
| 2 Door Freezer  | Traulsen               | G22010   | x  | 8        | <a href="#">Specs</a> |                        |               |          |  |  |  |  |  |  |
| 1 Door Refrigerator                                     | Traulsen               | G10010   | x  | 1        | <a href="#">Specs</a> |                        |               |          |  |  |  |  |  |  |
| 2 Door Refrigerator                                     | Utility                | R-50-SA-25-D   | Preferred: Utility, then Traulsen  | 14       | <a href="#">Specs</a> |                        |               |          |  |  |  |  |  |  |
| 2 Door Refrigerator                                     | Traulsen               | G20010   | x  | 14       | <a href="#">Specs</a> |                        |               |          |  |  |  |  |  |  |
| 2 Door Refrigerator Roll In                             | Utility                | RIR-68-55-25-L                                       | Preferred: Utility, then Traulsen  | 10       | <a href="#">Specs</a> |                        |               |          |  |  |  |  |  |  |
| 2 Door Refrigerator Roll In                             | Traulsen               | ARI232LUT-FHS  | x  | 10       | <a href="#">Specs</a> |                        |               |          |  |  |  |  |  |  |
| Milk Cooler   | Traulsen               | RMC58D6  | x  | 10       | <a href="#">Specs</a> |                        |               |          |  |  |  |  |  |  |
| Ice Bin   | Hoshizaki              | B-500PF  | This is a bin ONLY (Sycamore)  | 1        | <a href="#">Specs</a> |                        |               |          |  |  |  |  |  |  |
| Ice Machine with Bin                                    | Hoshizaki              | KM-520MAJ + B-500PF                                  | Must come with the bin   | 3        | <a href="#">Specs</a> |                        |               |          |  |  |  |  |  |  |
| Convection Oven   | Montague               | Montague Model # 2-115A ( Double Stack with Casters) | Montague Model # 2-115A-LAUSD Double Convection oven. Natural Gas 115,000 BTU per cavity. Indirect fired design capable of operating as a standard oven without electrical power. Each oven compartment to have stainless steel exterior. Casters set of four 5" wheel height 6" OA HT. 11-position (min.) rack guides one additional rack total of six per cavity. Two speed fan motor. Pilot reignition system # 28764-4. Three-year parts and labor warranty. Two each Four-foot-long x3/4" Quick disconnect and restraining device.  | 3        | <a href="#">Specs</a> |                        |               |          |  |  |  |  |  |  |
| Convection Oven   | Montague               | Montague Model # 2-115A ( Double stack with legs )   | Montague Model # 2-115A-LAUSD Double Convection oven. Natural Gas 115,000 BTU per cavity. Indirect fired design capable of operating as a standard oven without electrical power. Each oven compartment to have stainless steel exterior. Two (2) 6 in. high NSF, adjustable stainless-steel legs with round seismic restraint pads. 11-position (min.) rack guides one additional rack total of six per cavity. Two speed fan motor. Pilot reignition system # 28764-4. Three-year parts and labor warranty. Two four-foot-long x 3/4" quick disconnect hoses with restraining device.  | 3        | <a href="#">Specs</a> |                        |               |          |  |  |  |  |  |  |
| Hot Cabinet (Hot hold)                                  | Cres Cor               | H-137-SUA-5D   | Cres Cor Insulated undercounter Hot Cabinet Model H-137-SUA-5D. Solid state electronic controlled time and temperatures. Cabinet 22 ga. stainless steel, stainless steel internal frame. (5) sets wire universal angles for multiple pan sizes, adjustable spacing every 1-1/2". Field reversible door, 22 ga. stainless steel. Fiberglass insulation in sides 2"; door, base, top 1-1/2". Interior coved corners. 1000 Watt, 120 Volt power unit. One piece insulated base. .125 aluminum. 2-1/2" swivel polyolefin casters, plain bearings. Load capacity 150 lbs. each. 3-Year Parts / 1-Year Labor warranty. NSF, CSA-US, CSA-C listed. Energy Star Qualified. | 15       | <a href="#">Specs</a> |                        |               |          |  |  |  |  |  |  |
| QuikTherm -Cook and Hold Convection Oven Model          | Cres Cor               | RO151FUA18D_-MOD-CA                                  | 18 ga. stainless steel, recessed control panel. Cabinet and Dutch doors 22 ga. stainless steel; stainless steel internal frame; coved corner interior. Fiberglass insulation in sides 2"; back, doors and base 1-1/2". High temperature anti-microbial magnetic latches. (18) sets universal angles for multiple pan sizes and spacing. One piece base .125 aluminum. 5" swivel modulus casters, Delrin bearings. Switch: (1) Air volume. Blower motors: (6). Load capacity 250 lbs. 8000 Watts, 208 Volts, 60 Hz, 1 Phase, 50 Amp. service.   | 4        | <a href="#">Specs</a> |                        |               |          |  |  |  |  |  |  |
| Cres Cor QuikTherm Cook and Hold Convection Basket Oven | Cres Cor               | RO151F1332D_-MOD-CA                                  | 18 ga. stainless steel, recessed control panel. Cabinet and Dutch doors 22 ga. stainless steel; stainless steel internal frame; coved corner interior. Fiberglass insulation in sides 2"; back, doors and base 1-1/2". High temperature anti-microbial magnetic latches. One piece base .125 aluminum. 5" swivel modulus casters, Delrin bearings. Switch: (1) Air volume. Blower motors: (6). Load capacity 250 lbs. each. 8000 Watts, 208 Volts, 60 Hz, 1 Phase. 2-Year Parts / 1-Year Labor warranty. CSA Sanitation and safety certified US & CAN. Must not be roll-in. (Elementary Schools)   | 6        | <a href="#">Specs</a> |                        |               |          |  |  |  |  |  |  |
| Heating Cabinet   | Cres Cor               | H137SUA12D-MOD-CA                                    | Solid state electronic controlled time and temperatures. Cabinet 22 ga. stainless steel; stainless steel internal frame. (12) sets wire universal angles for multiple pan sizes, adjustable spacing every 1-1/2". Field reversible Dutch doors, 22 ga. stainless steel. Fiberglass insulation in sides, 2"; doors, base, top 1-1/2". Interior coved corners. 1500 Watt, 120 Volt power unit. One piece insulated base. .125 aluminum. 5" swivel modulus casters, Delrin bearings. Load capacity 250 lbs. each. 3-Year Parts / 1-Year Labor warranty. Provide the following accessories: . CSA-US, CSA-C listed. Energy Star Qualified.                             | 4        | <a href="#">Specs</a> |                        |               |          |  |  |  |  |  |  |
| Utility Carts   | Lakeside Manufacturing | Model 958 Tough Transport®                           | Tough Transport® Utility Cart, 2 tier, 55"W x 22 3/4"D x 37"H, stainless steel construction, open base U frame with angled stainless steel, 21" x 49" 14 gauge shelves with reinforced edges, 21" shelf clearance, 1" O.D. tube push handle with bumpers, (2) 6" bumpers riveted to front legs, 1000 lb. capacity, NSF, Made in USA Casters, 5", all swivel  | 5        |                       |                        |               |          |  |  |  |  |  |  |
| Utility Carts   | Lakeside Manufacturing | Model 947 Tough Transport                            | Utility Cart, 2-tier, 42"W x 25-7/8"D x 37-3/8"H, stainless steel construction, open base U-frame with angled stainless steel, 24" x 36" 14-gauge shelves with reinforced edges, 21" shelf clearance, 1" O.D. tube push handle with bumpers, (2) 6" bumpers riveted to front legs, 1000 lb. capacity, NSF, Made in USA Casters, 5", all swivel   | 5        |                       |                        |               |          |  |  |  |  |  |  |

**Bid notes:**  
All equipment delivered to site determined by the district uncrated.

**NOTE: No propane refrigerant**

**Note: Pick up old items - We will need to surplus (Report to BOT) the items out of fixed assets prior to removing**



