

NOTICE TO BIDDERS

Notice is hereby given that the Governing Board of the Los Gatos-Saratoga Union High School District (“**District**”) is inviting sealed bids to construct the following project: **CalSHAPE Plumbing Project** (“**Project**” or “**Contract**”). The Project consists of the replacement of existing plumbing fixtures at the District sites as further described in **Exhibit A** to the Contract, pursuant to the CalSHAPE plumbing program and the District’s grant attached as **Exhibit B** to the Contract.

Contractors must submit sealed bids on or before **2:00 p.m., May 15th 2025**, at the District Office, located at **17421 Farley Rd W, Los Gatos, California 95030**, at or after which time the District will open the bids and publicly read them aloud. Any claim by a Bidder of error in its bid must be made in compliance with Public Contract Code § 5100, et seq. Any bid that is submitted after this time shall be non-responsive and returned to the Bidder. The District is not responsible for Bids that are received after the deadline noted above.

Contractor shall possess at the time of its bid, the following classification(s) of Contractor’s California State license(s): **B or C-36, and be highly experienced at implementing the CalSHAPE plumbing program.**

Any questions related to the “Bid” must be submitted via email to

Toby Mockler Director FMOT,
Los Gatos Saratoga Union High School District
tmockler@lgsuhsd.org

by

2:00 p.m., May 8th 2025.

Responses to be given no later than

May 12th, 2025 to all Respondents.

Contract Documents are available for review at the District Office.

In addition, Contract Documents are available for review at **lgsuhsd.org**.

Each bid shall be made on the Bid Form prepared by the District in the Contract Documents and must conform and be fully responsive to all documents comprising the Contract Documents.

The successful Bidder and its subcontractors shall pay all workers on the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to Labor Code § 1770 et seq. Prevailing wage rates are on file with the District and are available to any interested party on request or at **www.dir.ca.gov/oprl/statistics_and_databases.html**. Bidders and Bidders’ subcontractors shall comply with the registration and qualification requirements pursuant to Labor Code §§ 1725.5 & 1771.1.

The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of Public Contract Code § 22300.

Bonds. A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier’s check or a certified check, drawn to the order of the District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form, as a guarantee that the Contractor will, within seven (7) calendar days after the Notice to Proceed or other direction, enter into a contract with the District for the performance of the Services as stipulated in the bid. In addition, a one hundred percent (100%) Performance Bond and a one hundred percent (100%) Payment Bond will be required of the successful bidder.

The District’s Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful Bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no Bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

To: Governing Board of Los Gatos-Saratoga Union High School District ("District")

From: _____
(Proper Name of Bidder)

1. **Total Bid.** The undersigned declares that the Contract Documents including, without limitation, the Invitation to Bid, the Instructions to Bidders, and the Contract Documents have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications for the following project:

CalSHAPE Plumbing Project ("Project" or "Contract")

and will accept in full payment for that Work the following total lump sum amount, all taxes included:

Bid Item No.	Description	Price Per Unit, Fully Installed	Number of Units	Bid Price (Price Per Unit Fully Installed x Number of Units)
1.	Interior Faucet, [Zurn]; [Z86100-XL]; or equal.	\$ 3,193.00 Dollars	62	\$ 197,966.00 Dollars
2.	Interior Faucet, [Zurn]; [LKD208513C]; or equal.	\$ 3,605.00 Dollars	113	\$ 407,365.00 Dollars
TOTAL BASE BID				
NOTE: IF THERE ARE ALLOWANCES IDENTIFIED IN THIS BID FORM, DO NOT INCLUDE ANY ALLOWANCE(S) AMOUNTS IN THESE BID AMOUNTS.				\$ 605,331.00 Dollars

2. **Additive/Deductive Alternates:**

Alternate #1

[NONE] Additive/Deductive: \$ _____ Dollars

Alternate #2

[NONE] Additive/Deductive: \$ _____ Dollars

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

3. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

[N/A]

4. **Allowance(s).** The Bidder's Base Bid shall **NOT** include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

_____ Allowance: Allowance to _____ [NONE]	\$ _____ or "TBD" ["TBD"]
_____ Allowance: Allowance to _____ [NONE]	\$ _____ or "TBD" ["TBD"]

5. **Subcontractors.** Contractor shall provide the following for **each** subcontractor that will perform work or labor or render service in or about the construction of the Work or improvement in an amount in excess of one-half of 1 percent (0.5%) of the Contractor's total bid. Use extra sheets/extra space as needed. The District may, in its sole discretion, find Contractor's Bid non-responsive if Contractor fails to include all the information identified below

Subcontractor Name: NONE	Portion of Work (Scope):	Location of Business:	CSLB No.:
			DIR No.:
Subcontractor Name:	Portion of Work (Scope):	Location of Business:	CSLB No.:
			DIR No.:
Subcontractor Name:	Portion of Work (Scope):	Location of Business:	CSLB No.:
			DIR No.:
Subcontractor Name:	Portion of Work (Scope):	Location of Business:	CSLB No.:
			DIR No.:

6. **Contract Review.** The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

7. **Requests for Clarification.** The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.

8. **Contract Time.** The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.

9. **Attachments.** The following documents are attached hereto:

- The Bid Bond on the District's form or other security
- The Non Collusion Declaration

10. **Addenda Acknowledgement.** Receipt and acceptance of the following addenda is hereby acknowledged:

No.: _____	Date: _____
No.: _____	Date: _____

11. **Bidder's License.** Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid. Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

12. **DIR Registration.** Bidder shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.

13. **[N/A] Prequalification.** The Bidder confirms that it has been prequalified by the District. In addition, the Bidder confirms that,

if the Project has electrical, mechanical, or plumbing components that will be performed by first-tier subcontractor with the following license classifications, then those subcontractors have also been prequalified by the District: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46.

14. Substitution for Specified Items. All requests for substitution (i.e., items that Bidder contends are “equal” to the specified items) must comply with the following requirements:

- a. All requests must be received by the District a minimum of **ten (10) calendar days prior to the date of bid opening, and**
- b. All requests must include sufficient information to assess acceptability of the product or system and impact to Project, including, without limitation, the requirements specified in the Specifications. This information must be sufficient for the District to determine if the item the bidder is requesting be substituted in, is “equal” to the specified item.

The District will list all approved substitutions in Addenda, otherwise all Bids shall be based on products and systems specified in the Contract.

15. CONTRACT FORM. DISTRICT’S CONTRACT FORM IS PART OF THE CONTRACT DOCUMENTS. THE SCOPE OF THE PROJECT IS AS DESCRIBED IN EXHIBIT A TO THE CONTRACT. THE SUCCESSFUL CONTRACTOR SHALL, WITHIN SEVEN (7) CALENDAR DAYS OF NOTICE THAT IT HAS BEEN AWARDED THE CONTRACT, BE REQUIRED TO PROVIDE TO THE DISTRICT: INSURANCE CERTIFICATIONS, BONDS, INSURANCE DOCUMENTS, CONSTRUCTION SCHEDULE, SUBCONTRACTOR LIST AND ALL OTHER REQUIRED DOCUMENTATION AS INDICATED IN THE CONTRACT.

Contractor hereby certifies to the District that all representations, certifications, and statements made by Contractor, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 _____

Signature _____

Signed by (Print Name) _____

Title of Person Signing _____

Name of Bidder _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Bidder’s DIR Registration No.: No.: _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Submittal of Bids. District will receive sealed Bids from Bidders as indicated in the Notice to Bidders and each Bidder shall ensure that its Bid contains all documents as required herein. Contractors must ensure the District receives its bid, sealed and marked with name and address of the Bidder, the Project name and number, the bid number and bid package (if applicable), and the date for opening bids.

END OF DOCUMENT

BID BOND (SECURITY)

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

The undersigned, _____ as Principal ("Principal");

and _____ as Surety ("Surety"; a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business as a surety in the State of California) are held and firmly bound unto the **Los Gatos-Saratoga Union High School District** ("District") as Obligee, in the sum of \$ _____ **Dollars**, lawful money of the United States, for the payment to the District will and truly to be made pursuant to the provisions herein. Principal and Surety each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid and if the District awards the contract to the Principal and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, the Principal enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds (one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law), and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect and the Surety shall immediately issue full payment of the sum stated above to the Obligee upon notification from the Obligee that the Principal has not taken all steps to nullify or void this obligation.

Surety agrees that no change, extension of time, alteration or addition to the terms of the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in that suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 2024.

Principal

Surety

By

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

NONCOLLUSION DECLARATION
Public Contract Code § 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ **[PRINT YOUR TITLE]**

of _____ **[PRINT FIRM NAME]**,

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: _____

Proper Name of Bidder: _____

City, State: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

