

# NCEPC Bid Boilerplate

## Instructions and Optional/Additional T&Cs

### **Find/Replace**

Before NCEPC bid administrators utilize the bid boilerplate, they need to “find” and “replace with” the following:

<b><u>Find</u></b>	<b><u>Replace with</u></b>
<District>	District name of bid administrator
<Address>	District address of bid administrator
<Phone>	Bid administrator phone number
<Fax>	Bid administrator fax number
<Date>	Current date
<BidNumber>	Bid number
<BidName>	Bid name
<Name>	Name of bid administrator
<Title>	Title of bid administrator
<OpeningTime>	Bid opening time
<OpeningDate>	Bid opening date
<SecretaryName>	Name of current NCEPC secretary
<Publication>	Publication name (eg North County Times)
<AdDates>	Date of legal notice
<ContractStart>	Start of contract
<ContractEnd>	End of contract

### **Other Terms and Conditions**

- 1) **Increase/Decrease in Price** - Bid administrators have the option to replace the “Firm Pricing” clause in Special Provisions, paragraph 4, with the “Increase/Decrease in Price” language listed below.

#### **INCREASE / DECREASE IN PRICE:**

- a) **Increase in Price:** During the life of this contract, the contractor may request a price increase for good cause. Good cause will be determined in the sole discretion of the Consortium. The decision of the Consortium shall be final. The contractor is expected to perform at the bid price throughout the term of the contract. A price increase request, however, will be considered. When addressing the question of whether there is good cause to grant a price increase, the contractor must submit a request in writing thirty (30) calendar days in advance of the next scheduled meeting of the Consortium. A determination of good cause will take into consideration increases in costs such as raw materials, labor and distribution. The contractor must present written evidence of good cause and shall bear the full burden of providing such evidence. No increase will be allowed sooner than 180 calendar days from the date of contract award, including thirty (30) calendar days advance written notice.
  - b) **Decrease in Price:** During the life of the contract including any extensions, there may be a general published manufacturer’s price change or a general market change, as evidenced by prices paid by other governmental entities or private organizations. The change in price may relate to the cost of materials, labor, or distribution of the product or service specified. Should such a change in price occur, the contractor has an affirmed duty to notify the Consortium of decreases in price and to extend the full decrease to the Consortium. Failure of contractor to notify the Consortium and/or extend such decrease may be deemed a breach of contract.
- 2) **Bidder’s Certification RE Hazardous Materials** - Clause may be required for some bids. The certification language was provided by the NCEPC attorney, Laura Romano. Bid administrators need to include the certification form (see page 2) in the bid if it is required.

**BIDDER’S CERTIFICATION RE HAZARDOUS MATERIALS**

Proposition 65, the Safe Drinking Water and Toxic Enforcement Act of 1986, enacted as a ballot initiative in California and codified in Health & Safety Code section 25249.5 et seq., requires in part as follows:

“No person in the course of doing business shall knowingly and intentionally expose any individual to a chemical known to the state to cause cancer or reproductive toxicity without first giving clear and reasonable warning to such individual, except as provided in Section 25249.10.” (Health & Safety Code § 25249.6).

I hereby certify that I am aware of the warning provisions of Proposition 65, and regardless of whether materials shipped contain a warning label as described in Health & Safety Code section 25249.6 above, I certify that materials shipped pursuant to this bid do not contain chemicals which require the Proposition 65 warning.

---

---

---

---