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Invitation for Bid

NCSD-26-018 ELECTRICAL SUPPLIES

Niskayuna Central School District
1430 Balltown Road
Niskayuna, NY 12309
Phone: (518) 377-4666

SUBMISSIONS DUE: JULY 2, 2026, 10:00 A.M.

TIMELINE:

RELEASE OF IFB: JUNE 23, 2026

BID DUE DATE: JULY 2, 2026 at 10:00 AM

IFB AWARD BY BOARD OF EDUCATION: JULY 7, 2026

In accordance with the provisions of Section 103 of the General Municipal Law, an advertisement has been published in the local newspaper.

PURPOSE OF IFB

The Niskayuna Central School District is requesting Bids (IFB) to establish ELECTRICAL SUPPLIES pricing with ONE vendor for the 2026-2027 school year starting with the Niskayuna Board of Education award, July 7, 2026 through June 30, 2027, with the potential for two (2) 12-month extension options.

POINT OF CONTACT

The sole point of contact at the District for purposes of this IFB prior to the award of a contract is the Purchasing Agent. All contact relative to this IFB should be in writing and directed to:

Michael DeSantis, Purchasing Agent
Niskayuna Central School District
1430 Balltown Road
Niskayuna, New York 12309
518-377-4666 x50701
mdesantis@niskyschools.org

DISTRICT OVERVIEW

The Niskayuna Central School District, located in Schenectady County, operates one high school, two middle schools and five elementary schools. The district has a commitment to outstanding educational programs and opportunities that prepare students for future success in college, vocational training, the military and the workforce.

- Enrollment - 4,260 students K-12
- Board of Education - 7 members elected for 3-year terms
- BOCES - component of the Capital Region Board of Cooperative Educational Services
- District Leadership:
 - Superintendent of Schools - Carl Mumenthey
 - Assistant Superintendent of Instruction - Jessica Moore
 - Assistant Superintendent of Student Support Services - Timothy Fowler
 - Assistant Superintendent of Business and Operations - Matt Leon
 - Director of Human Resources - Matthew Petrin
- Number of Employees - 675 full-time and 170 part-time

I. NOTICE TO Bidders

- A. BIDS must be submitted to the Purchasing Office at the above address no later than 10:00 a.m. on THURSDAY, JULY 2, 2026. If the DISTRICT is officially closed on the date scheduled for submission of proposals, the required date for submission will be on the next day the DISTRICT is officially open.
- B. Vendors must submit an original BIDS (identified as such) and three (3) copies in a sealed envelope and must indicate the following information on the outside of the package:
 - 1. Vendor's Name and Address
 - 2. IFB Number and Title (NCSD-26-018 Electrical Supplies)
 - 3. IFB Due Date (July 2, 2026)
- C. There is no expressed or implied obligation for DISTRICT to reimburse Vendors for any expenses incurred in responding to this IFB, including, but not limited to preparing Bids.
- D. Submission of a Bid indicates acceptance by the Vendor of the terms and conditions contained in this IFB.
- E. All questions or requests for IFB clarifications or explanations must be submitted no later than 4 p.m. on June 29, 2026, addressed to the attention of Michael DeSantis via email at mdesantis@niskyschools.org.

Responses will be published and issued to all proposers of record. The District reserves the right to amend the IFB based on questions and issues raised at any time prior to the IFB submission deadline.
- F. Vendors must provide fee information, using Attachment A "Bid Proposal" or another format.

II. SCOPE OF SERVICES

The Niskayuna Central School District requires electrical supplies for use in the maintenance and operation of various school district facilities in urgent situations requiring a 24-hour turnaround and/or the item(s) are available at the vendor's counter from stock for pick-up by appropriate District employees. It is the intent of the District to contract with a single vendor and to establish unit prices for urgent items for the stated contract term. Notwithstanding the details presented on the specifications, it shall be the responsibility of the contractor to verify the completeness of the same to meet the intent of the specifications; it being understood that a reliable supply of electrical supplies satisfactory to the District shall be required only in urgent situations. For electrical requirements that are not urgent or if the vendor can not supply the urgent items, the District reserves the right to secure these items elsewhere or through other allowable municipal contracts for longer lead-time items.

DISTRICT PICK-UPS: District employees will occasionally be required to pick up electrical supplies from the successful bidder when time is of the essence; therefore, preference may be given to a bidder whose counter/storefront is located west of the Hudson River, within a **14-mile radius** of the District Office at 1430 Balltown Road, Niskayuna.

III. CONTENT OF BID

- A. The Bid must include the following, which must be signed wherever indicated:
 - a. Bid Cover Sheet
 - b. Attachment A - Bid Proposal: Fixed Annual Pricing
 - c. Attachment B - Vendor Form
 - d. Attachment C - Non-Collusive Bidding Certification
 - e. Attachment D - Iran Divestment Act Compliance Rider
 - f. Attachment E - References
 - g. Attachment F - Vendor Services Contract

IV. INSTRUCTIONS TO VENDORS

- A. Bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the Bidder unopened. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by the DISTRICT employees. The Bidder assumes all responsibility for having the Proposal deposited on time at the place specified.
- B. The DISTRICT will interpret the submission of a Bid to mean that the Bidder is fully informed as to the extent and character of the services, supplies and materials required and that the Bidder can furnish the same in complete compliance with the IFB Documents.
- C. No interpretation of the meaning of the IFB Documents will be made to any Vendor orally. Every request for such interpretation should be in writing, addressed to the DISTRICT POINT OF CONTACT as outlined on Page 2. Any interpretations issued will be in the form of addendum/addenda to the IFB. All addendum/addenda so issued shall become a part of the IFB. Any addenda sent to the Bidders shall be binding and take precedence over the section of the original IFB Documents which it replaces.
- D. The DISTRICT may make any investigation they deem necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the DISTRICT all such information and data for this purpose as the DISTRICT may request.

V. AWARD AND RESERVATION OF RIGHTS

- A. The Contract will be awarded to the responsive and responsible Vendor offering a Bid response that best meets the terms, conditions and criteria stated in the RFB.

- B. The DISTRICT reserves the right to make awards within sixty (60) days after the date of the Bid opening during which period Bids may not be withdrawn unless the Bidder distinctly states in the Bid that acceptance thereof must be made within a shorter specified time.
- C. The DISTRICT reserves the right to reject all Bids. Also reserved is the right to reject, any Bid in whole or in part, and to waive non-material defects, qualifications, irregularities, and omissions, if, in its judgment, the best interests of the DISTRICT will be served.
- D. The DISTRICT reserves the right to reject incomplete Bids. The DISTRICT also reserves the right to request additional data or material at any time. All material submitted in response to this IFB will become the property of the DISTRICT upon the opening of this IFB.
- E. The DISTRICT reserves the right to reject Bids that impose conditions that would modify the terms and conditions of the IFB Documents or limit the Vendor's liability to the DISTRICT on the Contract awarded on the basis of such Bid.
- F. The DISTRICT reserves the right to reject any Bid where investigation and evaluation of the Vendor's qualifications indicate that the Vendor may not promptly and efficiently complete the services as per the Specifications.
- G. The DISTRICT reserves the right to negotiate the terms of the IFB, including the award amount, with the selected Vendor(s) prior to entering into a Contract.
- H. The DISTRICT reserves the right to retain all Bids submitted and to use any ideas in a Bid regardless of whether that Bid is selected.
- I. Each Bid will be received with the understanding that the acceptance thereof, in writing, by the DISTRICT to furnish any or all of the products and/or services described therein shall constitute a contract between the successful Bidder and the DISTRICT. The Contract shall bind the successful Bidder to furnish and deliver at the prices and in accordance with the conditions of this Bid. The DISTRICT reserves the right to increase or decrease the products and/or services in the best interest of the DISTRICT.
- J. All Bids, with consideration to the escalation clause (if any), will be held firm for the duration of the Contract including any extensions agreed to by the parties.
- K. The placing in the mail of a notice of award to a Successful Vendor, to the address given in the Bid, will be considered sufficient notice of award of Contract. Failure of the Successful Vendor to contact the DISTRICT to object to the award or prices therein, within seven (7) days of mailing of notice of award, will be considered an acceptance of the Contract by the Successful Vendor(s).

- L. If the Successful Vendor fails to deliver or provide the services within the time specified, or within reasonable time as interpreted by the DISTRICT, or fails to make replacement of rejected items when so requested immediately or as directed by the DISTRICT, the DISTRICT may purchase from other sources to take the place of the item rejected or not delivered or services not provided. The DISTRICT reserves the right to authorize immediate purchase from other sources against rejections on any Contract when necessary. On all such purchases, the Successful Vendor agrees to reimburse the DISTRICT promptly for excess costs occasioned by such purchases. Should the cost be less, the Successful Vendor shall have no claim to the difference. Such purchases will be deducted from Contract quantity.

- M. In the sole discretion of the DISTRICT the Bid of a Vendor whose performance on any previous contract with the DISTRICT has been determined to be unsatisfactory may be rejected.

ATTACHMENT A

BID PROPOSAL

Bids should be presented as a fixed annual rate for all items outlined in Section II: Scope of Services.

The district anticipates entering into a contract with an initial term starting with the Niskayuna Board of Education award on July 7, 2026 through June 30, 2027, that provides for renewal terms of one (1) year by mutual written agreement by both parties.

Line Item#	EST QTY	ITEM	PER	UNIT PRICE	TOTAL
1	20	MC-A 12/2 Solid Copper Conductor, Aluminum Armor Cable (Black,White,Green Ground) (250ft Coil)-	EA		
2	3	THHN #12 Stranded BLACK Wire, Copper Conductor (500ft Spool)	EA		
3	3	THHN #12 Stranded WHITE Wire, Copper Conductor (500ft Spool)	EA		
4	3	THHN #12 Stranded GREEN Wire, Copper Conductor (500ft Spool)	EA		
5	200	Sure-Lites APEL LED Emergency Fixture, w/ (2) 3.6V .78W Light Heads 3.6V, (2) .78W LED Emergency Light Head, equivalent to (2) 5.4W Incandescent Lamps	EA		
6	30	Sylvania 75861 LHE2X32T8UNVISNSCB T8 Instant Start UNV Ballast, (2) 32W Lamp, 120-277V. LEDVANCE 2 LAMP 32W T8 HIGH EFFICIENCY INSTANT START ELECTRONIC BALLAST, UNIVERSAL (120 277) VOLTAGE, NORMAL BALLAST FACTOR. BANDED	EA		
7	5	Ideal 83-7211 Vinyl Insulated Spade Terminal, #12 to #10 AWG, #8 Stud Size (25/Box)	EA		
8	30	Philips Advance ICN4P32N35I Centium T8 Instant Start Ballast, (4) F32T8 120-277V	EA		
9	50	LED LED-8087M345D-G4 30W SHOE BOX/W	EA		
10	100	Sylvania 41008 LED27HIDR8SC2MED 27W LED HIDr CCT Selectable Lamp (3000K/4000K/5000K)	EA		

Line Item#	EST QTY	ITEM	PER	UNIT PRICE	TOTAL
10	50	LED LED-8087M345D-G4 30W SHOE BOX/W	EA		
11	30	Sylvania 20890 CF42DTEIN841ECO 42W 135V DULUX 4-Pin Compact Fluorescent Lamp, 3200 Lumens, 4100K, 82 CRI, GX24q-4 Base	EA		
12	50	Satco 80/1944 T5 Lampholder; Slide-On; Rotary Locking; Rapid Start Applications; 1-1/8" Height; 7/8" Width; 5/8" Diameter; 120W; 600V	EA		
13	50	Lithonia TWX2-LED-ALO-50K-MVOLT-DD BTXD LED Wall Pack Adjustable 1450-6850 Lumens, 5000K, 120-277V Dark Bronze	EA		
14	1200	T-8 Cool White 4500K 4'	EA		
15	1200	T-8 Cool White LED 4' Non Bypass 4500k	EA		
TOTAL					

ATTACHMENT B

VENDOR FORM

Name of Vendor: _____

Address: _____

Prepared By: _____

Title: _____

The undersigned declares that _____ carefully examined the IFB Documents, including, but not limited to, the General Terms and Conditions, Scope of Work, and Attachments, and will furnish the service in compliance with such documents for the price(s) set forth in Vendor's Proposal.

The undersigned further agrees to be bound by the terms and conditions contained in the IFB Documents in the event that the DISTRICT accepts Vendor's Proposal.

The full name and the address of any firm or corporation of all persons interested in this IFB as principals are as follows:

Signature of persons, corporation or firm

Date: _____

Firm: _____

Phone: _____

Name: _____

Prepared by (Signature): _____

Email: _____

ATTACHMENT C

NON-COLLUSIVE BIDDING CERTIFICATION

Vendor Name: _____

Address: _____

I. General Certification:

- A. The Vendor certifies that they will furnish, at the prices herein quoted, the services and equipment as proposed on these forms.

II. Non-Collusion Certification

- A. By submission of this IFB, the Vendor certifies that it is complying with Section 103d of the General Municipal Law as follows
- B. By submission of this IFB, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint IFB each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - 1. the prices in this IFB have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other vendor or competitor:
 - 2. unless otherwise required by law, the prices were not disclosed by the Vendor prior to opening, directly or indirectly, to any other contractor or to any competitor;
 - 3. no attempt has been made or will be made by the Vendor to induce any other person, partnership or corporation to submit or not submit an IFB for the purpose of restricting competition.
- C. An IFB shall not be considered for award nor shall any award be made where II(B)(1)(2)(3) above have not been complied with; provided, however, that if in any case the Vendor cannot make the foregoing certification, the Vendor shall so state and shall furnish with the IFB a signed statement which sets forth in detail the reasons therefore. Where II(B)(1)(2) and (3) above have not been complied with, the IFB shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official there of which the IFB is made, or their designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Vendor (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers or proposed or pending publications of new or revised price lists for such items or (C) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning subparagraph (b).

III. Certification and Authorization

- A. Any IFB hereafter made to any political subdivision of the state or any public department, agency or official thereof by corporate Vendor for work or services performed or to be performed or goods sold or to be sold, where a competitive IFB is required by statute, rule, regulation, or local law and where such IFB contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the Vendor, and such authorization shall be deemed to include the signing and submission of the IFB and the inclusion therein of the certificate as to the non-collusion as the act and deed of the corporation.

IV. Department and Suspension Certification

- A. To ensure that a school authority does not enter into a contract with a debarred or suspended company or individual, each school authority must require that each responsive Vendor include a certification statement with each IFB on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by Federal agency. It is the responsibility of each Vendor to sign the certification statement and submit it with any IFB. A school authority may rely upon the certification statement submitted by the Vendor unless school authority personnel know that the certification is in error. In such cases, the school authority should contact the State agency for confirmation of the Vendor's status relative to debarment and suspension.

Signature

Title

Date

ATTACHMENT D

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), § 165-a and General Municipal Law (GML) § 103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML § 103-g, the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Vendor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Vendor is advised that once the list is posted on the OGS website, any Vendor seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the DISTRICT receive information that a person is in violation of the above-referenced certification, the DISTRICT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the DISTRICT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Vendor in default.

The DISTRICT reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature

Print Name: _____

Title: _____

Company Name: _____

Date: _____

ATTACHMENT E

REFERENCES

Submissions will not be considered complete without providing a minimum of four (4) references that you have worked with in the last five (5) years, including at least one reference that has been with your firm for more than five (5) years. If possible, references should include at least two clients who are similar in size and business to Niskayuna Central School District.

REFERENCE NO. 1 ORGANIZATION _____

CONTACT/TITLE: _____ CLIENT SINCE _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE _____ Email: _____

REFERENCE NO. 2 ORGANIZATION _____

CONTACT/TITLE: _____ CLIENT SINCE _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE _____ Email: _____

REFERENCE NO. 3 ORGANIZATION _____

CONTACT/TITLE: _____ CLIENT SINCE _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE _____ Email: _____

REFERENCE NO. 4 ORGANIZATION _____

CONTACT/TITLE: _____ CLIENT SINCE _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE _____ Email: _____

ATTACHMENT G

CONTRACTOR SERVICES AGREEMENT

This Agreement is entered into this _____ day of _____, 20____ by and between the Board of Education of the Niskayuna Central School District (hereinafter, the “DISTRICT”), having its principal place of business for the purpose of this Agreement at 1430 Balltown Road, Niskayuna, NY, 12309 and [NAME OF VENDOR] (hereinafter, “CONTRACTOR”), having its principal place of business for the purpose of this Agreement at [ADDRESS].

1. TERM OF CONTRACT

The term of this Agreement shall be from Niskayuna Board of Education award on July 7, 2026 through June 30, 2027, unless terminated early as provided for in this Agreement. The initial term may be extended twice for renewal terms of one (1) year by mutual written agreement by both parties. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

2. PARTIES

a. The DISTRICT desires to contract with the VENDOR for [Electrical Supplies].

3. SCOPE OF SERVICES

The Vendor will provide electrical supply pricing to the DISTRICT as specified in the Niskayuna Central School District IFB NCSO-26-018 Electrical Supplies and in the VENDOR’s bid proposal.

4. PAYMENT

- a. The DISTRICT shall pay VENDOR in accordance with the schedule attached.
- b. Payment shall be made within sixty (60) days following the satisfactory completion of the Contract upon approval by the DISTRICT.
- c. Payment will be made only after a correct, original invoice has been received from VENDOR.
- d. Payment of any invoice shall not preclude the DISTRICT from making a claim for adjustment for any services found not to have been in accordance with the Contract.
- e. VENDOR will be engaged as an independent contractor and therefore be solely responsible for the payment of Federal Income Taxes applicable to this Contract.
- f. Neither VENDOR nor any of its employees, agents or assigns will be eligible for any employee benefits whatsoever relative to this Contract, including but not limited to Social Security, New York State Workers’ Compensation, Unemployment Insurance, Employees Retirement System, Health or Dental Insurance, or Malpractice Insurance or the like.

5. VENDOR INSTRUCTIONS / RESPONSIBILITY

- a. VENDOR must follow the rules and regulations of the DISTRICT while work pursuant to the Contract is being performed.
- b. VENDOR shall not unreasonably encumber the site with materials or equipment during the performance of its work. Only materials and equipment which are to be used directly in the performance of VENDOR’s work shall be brought to and/or stored on the premises of the DISTRICT. After equipment is no longer required for its work, VENDOR shall promptly remove

such equipment from the premises of the DISTRICT. VENDOR shall be solely responsible for the protection of materials and equipment stored on the premises from weather, theft, damage and all other adversity.

6. TERMINATION OF CONTRACT

a. This Contract is subject to termination by either party upon thirty (30) days written notice. In the event of termination of the Contract, the DISTRICT's responsibility shall be to pay for services performed by the VENDOR and authorized costs.

7. TERMINATION FOR BREACH OF CONTRACT

a. In the event the VENDOR fails to deliver as ordered, or within the time specified, or fails to abide by any of the provisions of this Contract, including but not limited to, untimely performance, or other unsatisfactory performance, such failure shall constitute a breach of Contract and may result in termination of the Contract by the DISTRICT.

b. In the event of breach, the DISTRICT shall provide written notice of such breach to the VENDOR. If the VENDOR does not cure such breach within a ten (10) day period of such notice, the DISTRICT reserves the right to terminate the Contract immediately. However, should the VENDOR cure such breach and perform its obligations during such ten (10) day notice period, the Contract shall continue in full force and effect.

c. In the event of termination for breach of contract:

i. The DISTRICT may procure the required services from other sources so that the continuity of the operations may be protected, and

ii. VENDOR will be responsible for indemnifying the DISTRICT for costs incurred in obtaining a new contract and for any increase in cost of service involved for the duration of the term of the original contract.

8. DEFENSE AND INDEMNIFICATION

The VENDOR agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, demands, actions, lawsuits, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, recklessness or negligence of the VENDOR, its officers, directors, agents or employees in connection with the performance of services pursuant to this Contract. The obligations pursuant to this provision shall survive the termination of this Contract.

9. NOTICES

Any notices to be given under this Contract by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Notice shall be delivered or mailed to:

To the VENDOR:

To the DISTRICT:
Superintendent of Schools
Niskayuna Central School District
1430 Balltown Road
Niskayuna, NY 12309

12. NON-ASSIGNMENT

VENDOR may not engage subcontractors, hire others to perform all or part of his Contract, nor otherwise delegate its obligations to perform under the contract without the written approval of the DISTRICT. Any consent so given shall apply to the specific assignment subletting or subcontracting referred to therein and shall not constitute a general waiver of the prohibition contained herein. Each assignment subletting or subcontracting shall require a specific written consent.

13. TAXES

No charge will be allowed for federal, state or municipal sales and excise taxes since the DISTRICT is exempt from such taxes. The price shall be net and shall not include the amount of any such tax.

14. LEGAL COMPLIANCE

- a. VENDOR shall comply with all laws, ordinances and rules and regulations which may govern the work as specified in this Contract. The cost of such compliance shall be borne entirely by VENDOR, who shall hold DISTRICT harmless from any claims, demands or penalties arising from VENDOR's failure to comply with the above.
- b. VENDOR hereby certifies that they possess all required certifications, licenses and insurances necessary to perform the services described within this Contract. VENDOR also certifies that all individuals performing any of the services described are duly qualified through experience and education.

15. NON-DISCRIMINATION

- a. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, sexual orientation, gender, gender identity and expression, national origin, religion, age, disability, or sponsorship

16. NON-APPROPRIATION

In accordance with the New York State Education Law, and § 109-b of the General Municipal Law, in the event that the DISTRICT must terminate this Contract for non- appropriation of funds, the DISTRICT agrees to pay all outstanding balances, plus earned interest (if any) to the

date of cancellation. Unearned interest shall not be charged and no other charges including, but not limited to, penalty charges, service charges, or early payment charges may be assessed.

17. SAVINGS CLAUSE

VENDOR shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, act of God or any other acts not within the control of VENDOR, and which, by the exercise of reasonable diligence, VENDOR is unable to prevent.

18. SEVERABILITY

Should any provision of this Contract, for any reason, be judicially declared invalid and/or unenforceable, such declaration shall not affect the validity of the remaining provisions, which shall remain in full force and effect as if the Contract had been executed with the invalid provision(s) eliminated.

19. NO WAIVER

The DISTRICT's failure to enforce at any time, or for any period of time, the provisions of this Contract shall not be construed to be a waiver of such provisions or of the right to enforce each and every provision.

20. VENUE

The Contract shall be interpreted in accordance with the substantive laws of the State of New York. Any suits concerning the Contract will be brought and adjudicated in Supreme Court, Schenectady County.

21. INCORPORATION OF IFB BY REFERENCE

The terms of the Invitation for Bid are hereby incorporated into this Contract by reference. In the event of any disagreement between the terms of the Invitation for Bid and this Contract, the terms of this Contract shall govern.

22. ENTIRE CONTRACT

This Contract constitutes the full and complete Contract between the DISTRICT and the VENDOR, and supersedes all prior written and oral agreements, commitments, or understandings with respect thereto.

23. CONTRACT CONSTRUCTION

This Contract has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

24. AMENDMENT

This Contract may be amended only in a writing signed by both parties.

25. EXECUTION

This Contract, and any amendments to this Contract, will not be in effect until agreed to in writing and signed by authorized representatives of both parties.

26. AUTHORITY TO ENTER CONTRACT

The undersigned representative of VENDOR hereby represents and warrants that the undersigned is an officer, director or agent of VENDOR with full legal rights, power and authority to enter into this Contract on behalf of VENDOR and bind VENDOR with respect to the obligations enforceable against VENDOR in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

VENDOR

BY: _____

Name: _____

Title _____

[DISTRICT]

BY: _____

PRESIDENT

BOARD OF EDUCATION

EXHIBIT "A"
[IFB Document & Vendor Submission to Be Incorporated]