

BUREAU OF PURCHASING
ONE LARKIN CENTER, 3rd Floor
YONKERS, NY 10701-3888
Telephone (914) 377-6030
Fax (914) 377-6032

COVER SHEET - INVITATION FOR BIDS

SOLICITATION & CONTRACT DOCUMENTS FOR:

PURCHASE OF MUSICAL INSTRUMENTS FOR YONKERS PUBLIC SCHOOLS

BID NUMBER: RFB-6876
OPENING DATE: October 21, 2022
TIME: 2:00 PM (PREVAILING TIME)
BOCS APPROVAL DATE: ASSIGNED BY PURCHASING
CONTRACT NO.: ASSIGNED BY PURCHASING

BOARD OF EDUCATION

Rev. Steve Lopez, President
Dr. Rosalba Corrado Del Vecchio, Vice President

Mr. Lawrence R. Sykes	Mr. Kevin Cacace
Mr. Amjed I. Kuri	Dr. John Castanaro
Ms. Gail Burns	Ms. Rosemarie P. Linton
Ms. Sheila Greenwald	

Dr. Edwin Quezada
Superintendent of Schools

BIDDER TO FILL OUT (PLEASE PRINT):

LEGAL NAME OF BIDDER: Guitar Center Stores Inc. DBA: Music & Arts
ADDRESS: 5295 Westview Dr. Suite 300 Frederick, MD 21703
(P. O. Boxes are not acceptable)
CONTACT: Katie Blackburn **TITLE** School Services Coordinator
PHONE NO.: (301) 620-4040 **FAX:** (301) 620-2567
EMAIL: schools@musicarts.com
DATE: 10/10/22

***DO NOT RETURN ENTIRE BID PACKAGE –
ONLY RETURN WHAT IS LISTED IN THE “INFORMATION FOR BIDDERS”, PAGE 6***

BID SCHEDULE OF PRICES – ITEMIZED - SEE SCHEDULE “B”

Item Award ☐Class Award ☒

For furnishing and delivering the specified goods or services, which includes, without limitation all freight charges, demurrage, insurance, packaging, machinery, tools, labor, services, skill and other items of whatever nature required to fulfill the obligations under the resultant Contract, the Bidder agrees to accept in full compensation therefore the amount of the total bid sum of:

TOTAL BID FOR ITEMS 1 TO 5, INCLUSIVE, THE SUM OF:

PLEASE PRINT:

Written in Words: Fourteen thousand four hundred and sixty nine dollars and seventy one centsFourteen thousand four hundred and sixty nine Dollars seventy one CentsWritten in Figures: \$ \$14,469.71Discount for Prompt Payment: N/A % N/A Days, Net 30.

The Bidder hereby acknowledges receipt of all Solicitation Documents and Addenda through and including Addendum number 0876 (Bidder to insert number of last Addendum received.)

Availability: IN Stock items will ship in a approximately 7-10 days. Products that must be shipped from manufacturer may be subject to longer lead times.

Contractor: N/AAddress of Bidder: 5295 Westview Dr. Suite 300Frederick, MD 21703

Is this business a Certified Minority / Women Business Enterprise in New York State?

☐ Yes ☒ NoPrepared By: Katie BlackburnTitle: School Services CoordinatorSignature: Katie BlackburnTelephone No.: (301) 620-4040 Fax No.: (301) 620-2567E-Mail: schools@musicarts.comDate: 10/19/22

BID AND BIDDER'S AFFIDAVIT

Bid No.: RFB-6876

By submission of this bid and the execution of the Bidder's Affidavit, the Bidder hereby submits a binding offer to furnish all required goods and/or services ("the work") and meet all other obligations set forth in the Contract Documents, and all addenda thereto, whether received by the undersigned or not; for the total sum indicated below:

Bid Amount: Fourteen thousand four hundred sixty nine dollars and Seventy one cents
Fourteen thousand four hundred & sixty nine Dollars, Seventy one Cents.

Printed in words

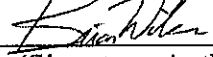
\$ 14,469.71
(Total Bid in Figures)

By submission of this bid, the Bidder acknowledges that it has read the 1) Information for Bidders, 2) Form of Contract, 3) Schedule "A", Scope of Services, 4) All Schedules, and 5) all addenda (if any).

Bid Made by:

(Firm Legal Name) Guitar Center Stores Inc. DBA: Music & Arts

Address: 5295 Westview Dr. Suite 300 Frederick, MD 21703

By:  Brian Wilson VP of School Services
(Signature-Authorized Officer) (Print Name) (Print Title)

Telephone: (301) 620-4040

Fax: (301) 620-2567

Tax ID Number: 95-4774340

Date: 10/19/22

The Bidder's authorized representative on this Project shall be Katie Blackburn

School Service Coordinator

Additionally, by submission of this bid and the execution of the Bidder's Affidavit each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies on behalf of its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

A. The prices in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

B. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

C. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;

A bid shall not be considered for award nor shall any award be made where [A], [B], [C] above have not been complied with; provided however, that if in any case the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore: [affix addendum to this page if space is required for Statement.]

D. The bidder is not in arrears to the City of Yonkers upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of Yonkers;

E. The bid prices are to cover all expenses of every kind incidental to the completion of the work and the Contract therefore, including all claims that may arise through damage or any other cause whatever, and for those items for which the prices are established in the Specifications, hereby agree to perform such additional work and supply such additional material at the prices therein established;

F. The Bidder shall make no claim on account of any variations between the quantities of the approximate estimate and the quantities of the work as done, nor on account of any misconception or misunderstanding of the nature and character of the work to be done, or of the ground or place where it is to be done;

G. The bidder is the only one interested in this bid; and it is made without any connection with any other person or persons making an estimate for the same work, and is in all respects fair, and without collusion or fraud;

H. No member of the municipal government of the City of Yonkers nor any officer or employee of the City, is directly or indirectly interested in this bid, or in the supplies or the material for the work or in any portion of the profit thereof;

I. Fair and Ethical Business Practices will be strictly adhered to during the life of this Contract. During the term of this Contract, neither the Bidder nor any director, partner, principal, officer or employee shall:

1. File with a government office or employee, a written instrument which intentionally contains a false statement or false information;
2. Intentionally falsify business records;
3. Give, or offer to give, money or any other benefit to a labor official with intent to influence that labor official with respect to any of his or her acts, duties or decisions as a labor official;
4. Give, or offer to give, money or any other benefit to a public servant with intent to influence that public servant with respect to any of his or her acts, duties or decisions as a public servant; and

5. Knowingly participate in the criminal activities of any organized crime group, syndicate or family, nor shall any person employed by or associated with any such organized crime family, syndicate or group participate through criminal means in any of the business affairs of the Bidder.

J. In addition, if it becomes known that any director, partner, officer, employee of the Bidder, or any shareholder owning 5% or more of the Bidder's stock:

1. is the subject of investigation involving any violation of criminal law or other federal, state or local law or regulation by any governmental agency; or
2. is arrested, indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument; or
3. is convicted of any felony under state or federal law and/or any misdemeanor involving a business-related crime.

The Bidder shall immediately notify the City of any such event.

AFFIDAVIT WHERE THE BIDDER IS A CORPORATION

STATE OF Georgia, COUNTY OF Gwinnett

as:

Katie Blackburn being duly sworn,
says:

I am a member of Guitar Center Stores Inc. DBA: Music & Arts,
the above named corporation whose name is subscribed to and which executed the foregoing bid.
I reside at 5875 Match Point Peachtree Corners GA 30092

I have full knowledge of the matters pertaining thereto.

Katie Blackburn

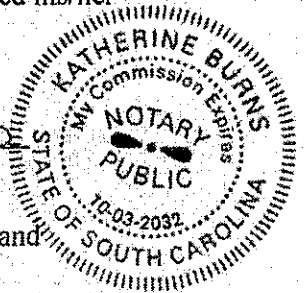
(Signature of the person who signed the Bid)

ACKNOWLEDGEMENT WHERE THE CONTRACTOR IS A CORPORATION

STATE OF South Carolina)
COUNTY OF York) ss:

On the 19th day of October, in the year 2020 before me personally
came Katie Blackburn, to me known, who, being
by me duly sworn, did depose and say that he/she resides at
5875 Match Point Peachtree Corners GA 30092, that she is the
School Services Coordinator of Guitar Center Stores Inc. DBA: Music & Arts, the
corporation described in and which executed the above instrument; and that he/she signed his/her
name thereto by order of the Board of Directors of said corporation.

Katherine Burns
Notary Public



If a Corporation, Bidder must complete both Affidavit and Acknowledgement sections and submit this page with its bid

(Bid and Bidder's Affidavit)



ONE LARKIN CENTER 3RD FLOOR
Yonkers, New York 10701
(914) 377-6035
email: thomas.collich@yonkersny.gov

CITY OF YONKERS
Purchasing

Mike Spano, Mayor
Tom Collich, Director

VENDOR BACKGROUND QUESTIONNAIRE

BID NO.: RFB-6876

OPENING DATE: 10.21.22

This questionnaire has been developed to collect information from vendors/contractors wishing to do business with the City of Yonkers.

Please complete the questionnaire carefully, answering all questions truthfully and accurately. Answers **must be printed in black or blue ink**. If you need more space to answer a question, **print the answer on company letterhead** and attach it to the questionnaire. **ANSWER ALL QUESTIONS - DO NOT LEAVE BLANKS**. Failure to submit a complete and accurate questionnaire may result in your bid or proposal being rejected as non-responsive and, therefore, ineligible for award.

GENERAL INFORMATION Initial Application: YES ☐ NO ☒ Revision: YES ☒ NO ☐

1. Submitting Business Name	<u>Guitar Center Stores, Inc.</u>
EIN/SSN	<u>95-4774340</u>
Dun & Bradstreet #	<u>UEI: RN8GYTJTV2R4</u>
"Doing Business As" Name(s), if any	<u>Music & Arts</u>
Business Address and date business located at this address	<u>5295 Westview Dr. Suite 300</u>
	<u>Frederick, MD 21703</u>
Other business addresses, if any (satellite offices, plants, warehouses, branch offices headquarters, etc.)	<u></u>
Mailing address, if different from above	<u></u>
Telephone Number	<u>(301) 620-4040</u>
Fax Number	<u>(301) 620-2567</u>
E-Mail	<u>schools@musicarts.com</u>
Contact Person and Title	<u>Katie Blackburn School Services Coordinator</u>
Company website	<u>www.musicarts.com</u>

2. Does this business now, or has it in the past 10 years, used an EIN, SSN, Name, Trade Name or abbreviation other than those given in the above question? YES ☒ NO ☐ If YES, please provide details and explain: Former DUNS #: 180653912 replaced by Unique Entity Identifier (UEI) RN8GYTJTV2R4

3. Has this business changed addresses in the past five years? YES ☐ NO ☒ If YES, please provide all complete former addresses:

4. a. Date business was formed 03/31/1952
b. Date business was incorporated 03/31/1978
5. Type of Organization (Please circle one)
☒ a. Business Corporation
State/County in which incorporated Delaware
Name of individuals/entities incorporating business _____
b. Sole Proprietorship
c. General Partnership/ Limited Partnership
State or County where partnership certificate/agreement is filed _____
d. Joint Venture
e. Non Profit
f. Not for Profit
g. Other (Explain) _____
6. Type of Business (Please circle one)
a. Manufacturing
b. Distribution
☒ c. Retail
d. Commercial Service
e. Professional Service, Non Construction, Non-Law
f. Bank
g. Construction Manager
h. Architect
i. Engineer
j. General Contractor
k. Consultant (Specify) _____
l. Laboratory Testing and Analysis
m. Law Firm
n. Other (Explain) _____
7. Has this business been certified by a government entity (SBA, NYC, etc.) as a Minority Business, Women-Owned Business, Disadvantaged Business or Small Business Enterprise? YES ☐, NO ☒. If YES, please explain. _____

a. Do you perform outreach to any of these Enterprises to perform subcontracting work? YES ☐, NO ☒
b. Will you use one of these Enterprises as a subcontractor on work performed for the City of Yonkers? YES ☐, NO ☒ If YES, explain. _____

BUSINESS HISTORY

8. Was this business purchased as an existing business by its present owners? YES ☐, NO ☒. If YES, please provide date of purchase and name(s) of previous owner(s).

9. Does this business own ☒, rent ☐, or lease ☐ its office facilities? **(Please check one)**. If leased or rented, please provide name, address, and telephone number of building owner/landlord. _____

10. Does this business share office space, staff, equipment, or expenses with any other business or not-for-profit organization? YES ☐, NO ☒ If YES, please provide the name and address of the other entity and nature of relationship to this business.
-

11. Will this business use or occupy any real property, other than the addresses listed in response to Question 1., to carry out the terms of any contract you may receive from the City of Yonkers? YES ☐, NO ☒. If YES, please provide details and explain.
-
-

BUSINESS PRINCIPALS

12. For all proprietors, partners, directors, officers, shareholders of 5% or more of the businesses' issued stock, any manager or individual who takes part in overall policy making or financial decisions for the business, and any person in a position to control or direct the businesses' overall operations, please provide name, home address, date of birth, social security number, title, percentage of ownership, and business telephone number.

N/A

13. Number of Employees 4,343

14. Is this business now or has it been in the last five years a subsidiary of another business? YES ☒, NO ☐. In this period, has another business been a partner in this business, or has another business been affiliated with this business through common ownership, management or agreement, or has another business owned 5% or more of this business? YES ☐, NO ☒. If YES, please provide details and explain.
-
-

15. Has this business or any other business listed in response to question 14 pledged or hypothecated 5% or more of its stock to another business or to an individual to guarantee payment for a debt or obligation? YES ☐, NO ☒. If YES, please provide details and explain.
-
-

16. Is this business or any business listed in response to question 14 now or has it been in the last five years:

a. The owner of 5% or more or in control of another business, an affiliate or a subsidiary?

YES ☐, NO ☒

b. A vendor of or contractor to the City of Yonkers? YES ☐, NO ☒

c. A subcontractor on any contract with the City of Yonkers? YES ☐, NO ☒.

If YES to any above, please provide details and explain.

17. Are any of the persons listed in answer to question 12 now or have been in the past, elected or appointed officials or officers or employees of the City of Yonkers? YES ☐, NO ☒. If YES, please provide details and explain.
-

18. Has this business or any business listed in response to question 14 at present or has it ever been:

- a. Debarred by any agency* from entering contracts? YES ☐, NO ☒.
- b. Found not responsible by any government agency? YES ☐, NO ☒.
- c. Declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? YES ☐, NO ☒.
- d. Suspended by any government agency from entering any contract with it? YES ☐, NO ☒.
- e. Party to any action pending that could formally debar or otherwise effect this business' ability to bid or propose on contracts? YES ☐, NO ☒.
- f. A respondent before the Grand Jury or any Federal, State or City Board? YES ☐, NO ☒.
- g. Unable to execute a contract with a government agency because it could not provide the required security or obtain a surety bond? YES ☐, NO ☒.
- h. Required to pay liquidated damages on a contract? YES ☐, NO ☒.
- i. In default on any obligation to, or subject to any unsatisfied judgment or lien obtained by a government agency, including judgments based on taxes owed? YES ☐, NO ☒.
- j. Filed a bankruptcy petition or been subject to any involuntary bankruptcy proceedings? YES ☐, NO ☒.
- k. Subject of termination for cause or revocation of permits, licenses, concessions, franchises, or leases? YES ☐, NO ☒.
- l. Subject of a criminal investigation** or civil anti-trust investigation by any Federal, State or Local prosecutorial or investigative agency? YES ☐, NO ☒.
- m. Subject of an investigation by any government agency, including regulatory agencies (Security Exchange Commissions, Federal Communications Commission, Department of Consumer Affairs, etc.) YES ☐, NO ☒.

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 18, please provide details including dates, agency/entity names, and disposition on company letterhead.

* Government agency includes City, State and Federal Public Agencies, quasi-public agencies, authorities and corporations, public development corporations and local development corporations.

** An investigation includes an appearance before a grand jury by a person or representatives of a business entity, any oral or written inquiry, or review of documents by a public agency, temporary commission or other investigative body, or questioning concerning the general operation or a specific project or activities of business entity or the activities of a person.

19. In the last five years, have any of the persons listed in response to question 12:

- a. Been the subject of an investigation involving any alleged violation of criminal law? YES ☐, NO ☒.
- b. Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other legal instrument? YES ☐, NO ☒.
- c. Been convicted, after trial or by plea, of any felony under State or Federal Law? YES ☐, NO ☒.
- d. Been convicted of any misdemeanor involving business-related crimes? YES ☐, NO ☒.
- e. Entered a plea of nolo contendere in a legal proceeding? YES ☐, NO ☒.
- f. Entered a consent decree? YES ☐, NO ☒.
- g. Been granted immunity from prosecution for any business-related conduct constituting a crime under State or Federal Law? YES ☐, NO ☒.

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 19, please provide details including dates, agency/entity names, and disposition on company letterhead.

20. Has any person listed in response to question 12 been employed by or affiliated with any person or business that has:
- Been the subject of an investigation involving any alleged violation of criminal law? YES ☐, NO ☒.
 - Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other legal instrument YES ☐, NO ☒.
 - Been convicted, after trial or by plea, of any felony under State or Federal Law? YES ☐, NO ☒.
 - Been convicted of any misdemeanor involving business-related crimes? YES ☐, NO ☒.
 - Entered a plea of nolo contendere in a legal proceeding? YES ☐, NO ☒.
 - Entered a consent decree? YES ☐, NO ☒.
 - Been granted immunity from prosecution for any business – related conduct constituting a crime under State or Federal Law? YES ☐, NO ☒.

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 20, please provide details including dates, agency/entity names, and disposition on company letterhead.

21. Has this or any business listed in response to question 14 or any person listed in response to question 12 failed to pay any applicable Federal, State or Local government taxes for the past five years? YES ☐, NO ☒. If YES, explain _____
22. In the past five years, has this or any business listed in response to question 14 or any person listed in response to question 12 committed any act of collusion, bid rigging or price fixing in submitting a competitive bid? YES ☐, NO ☒.
- If YES, explain _____
23. Licensing: List jurisdiction and trade categories in which your organization is legally qualified to do business (if applicable), and attach legible copies of registrations and/or licenses.

<u>Jurisdiction</u>	<u>Trade Category</u>
N/A	N/A

24. Pursuant to Executive Order No 6-2013, "delinquent Contractors shall not be deemed responsible bidders for purposes of awarding contract. It is the policy of the City of Yonkers to disqualify persons or business entities which are delinquent in financial obligations to the City or its affiliated agencies, boards or commissions from participating in City contracts and business opportunities." Is the Contractor currently delinquent in its financial obligations to the City or its affiliated agencies, boards or commissioners? YES ☐, NO ☒.
- If YES, explain _____
- _____
- _____

25. Does the Contractor or Controlling Person(s) own any property within the City of Yonkers? YES ____ NO ✓

If "Yes," please list the address of each property.

N/A

26. If requested, the Bidder shall provide a list of references on company letterhead in this format:

1. Agency/owner
2. Contract number
3. Contract title
4. Name & location of project
5. Contact name, telephone number, address
6. Brief description of work and services provided
7. Indicate if you were a prime or sub-contractor
8. If you were the prime contractor and sub-contractors were used, identify the names of the sub-contractors and describe the work they performed
9. Period of performance
10. Original contract amount
11. Current or final contract amount
12. Number of change orders
13. Reason for change orders
14. Describe any area of the scope-of-work considered unique
15. Indicate any key individuals who participated in this contract that are proposed to be assigned to the City/YPS contract

CERTIFICATION

A materially false statement willfully or fraudulently made in connection with this questionnaire is sufficient cause for rendering the business entity not responsible with respect to the present bid or proposal and future bids or proposals, and in addition, may subject the person and/or entity making the false statement to criminal charges, including but not limited to New York State Penal Law sections 175.35 (Offering a false statement for filing) and 210.40 (Sworn false statement) and/or Title 18 U.S.C. sections 1001 (False or fraudulent statement) and 1341 (Mail fraud).

I, Katie Blackburn, being duly sworn, state that I am the
Print or Type Name of Bidder/Proposer Authorized Representative
School Services Coordinator of Guitar Center Stores Inc. DBA: Music & Arts, and Print or
Type Title of Bidder/Proposer Authorized Representative Print or Type Name of Entity Submitting
Bid/Proposal

I have read and understand the questions contained in the attached questionnaire and its appendices. I certify that to the best of my knowledge the information given in response to each question and appendices is full, complete, and truthful.

I will notify the City of Yonkers in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of any contract with the City.

I acknowledge that the City of Yonkers may, by means it deems appropriate, determine the accuracy and truth of the statements made in this questionnaire.

I recognize that all information submitted is for the express purpose of inducing the City to enter a contract with the submitting business entity.

I authorize the City to contact any entity or person named in this questionnaire, for purposes of verifying the information submitted.

Katie Blackburn

Signature of Bidder/Proposer Authorized Representative

South
STATE OF Carolina

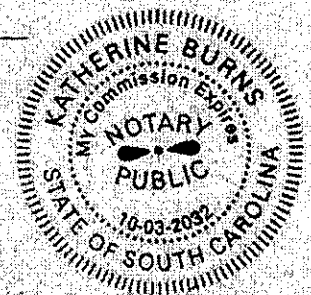
ss:
COUNTY OF York

On the 19th day of October, in the year 2022, before me personally came
Katie Blackburn, to me known and known to me to be the person
Print or Type Name of Bidder/Proposer Authorized Representative

described in and who executed the foregoing instrument, and he/she duly acknowledged that he/she executed the same.

Katherine Burns
Notary Public

Place Notary Public Stamp Here:



THIRTY-NINTH: The Contractor shall remove all waste material in connection with the Work from the property of The City of Yonkers, if any. All waste material in connection with the Work shall become the property of the Contractor and shall be disposed of in keeping with all applicable Federal, State, and local laws, rules, and regulations. The Contractor shall, on a daily basis, thoroughly clean and keep clean the work site, all roadways, sidewalks, and other indoor and outdoor areas in connection with this Work.

FORTIETH: This Contract shall not be enforceable until signed by both parties and approved by the Office of the Corporation Counsel.

IN WITNESS WHEREOF: The Superintendent, or his/her authorized designee, on behalf of the City of Yonkers/YPS and the Contractor, have executed this agreement in duplicate for the purposes herein mentioned.

YONKERS PUBLIC SCHOOLS

Name of Contractor

By: _____

By: _____

Name: Dr. Edwin Quezada

Name: _____

Title: Superintendent of Schools

Title: _____

Date: _____

Date: _____

By: _____

Name: Rev. Steve Lopez

Title: President, Board of Education

Date: _____

APPROVED AS TO FORM

Yonkers Senior Associate Corporation Counsel

TO BE COMPLETED BY CITY OF YONKERS BUREAU OF PURCHASING

DATE OF B.O.C.S. APPROVAL: _____

INITIATING DEPARTMENT:

Language Acquisition

PURCHASING CONTACT - BUYER:

Joan Heslop

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, Brian Wilson
(Officer other than officer signing contract)

certify that I am the VP of School Services of
(Title)
the Guitar Center Stores Inc. DBA: Music & Arts
(Name of Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the
foregoing contract; that
Katie Blackburn
(Person executing contract)

who signed said contract on behalf of the Guitar Center Stores Inc. DBA: Music & Arts
(Name of Corporation)

was, at the time of execution
School Services Coordinator
(Title of such person)

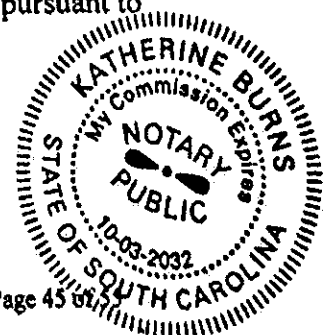
of the Corporation and that said contract was duly signed for and on behalf of said Corporation
by authority of its Board of Directors, thereunto duly authorized and that such authority is in full
force and effect at the date hereof.


(Signature)

STATE OF South Carolina)
CITY OF York) ss.:

On the 19th day of October in the year 2022 before me, the undersigned, a
Notary Public in and for said State, Brian Wilson personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose
and say that he/she resides at 5295 Westview Dr. Suite 300 Frederick, MD 21703,
and he/she is an officer of said corporation; that he/she is duly authorized to execute said
certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to
such authority.


Notary Public



SCHEDULE "B"
BID SCHEDULE OF PRICES

Bid No. RFB-6876

Description: **Purchase of Musical Instruments for Yonkers Public Schools**

ITEM	ESTIMATED QUANTITIES	DESCRIPTION - ITEMS WITH UNIT BID PRICES WRITTEN IN WORDS	UNIT BID PRICES		TOTAL AMT. BID	
			DOLLARS	CENTS	DOLLARS	CENTS
1	2 ea.	Lyons Classroom Guitar Program Kit 4/4. Woodwind & Brasswind Item #582912000000000 Manufacturer <u>Lyons</u> Part # <u>KIT-582912</u> <u>Five Hundred and eleven dollars and thirty two cents</u> Cost in Words	\$511	32	\$1,022	63
2	6 ea.	Mitchell MU40 Soprano Ukulele Classroom 10-pack. Woodwind & Brasswind Item #J46089000000000 Manufacturer <u>Mitchell</u> Part # <u>MU40-10PK</u> <u>Two Hundred and eleven dollars and fifty seven cents</u> Cost in Words	\$211	57	\$1,269	43
3	20 ea.	Lyons Soprano Recorder Value Bundle 100 Pack Ivory Woodwind & Brasswind Item #J05908000005000 Manufacturer <u>Lyons</u> Part # <u>3PCRIVY-ABS-100KIT</u> <u>Ninety-nine dollars and thirty six cents</u> Cost in Words	\$99	36	\$1,987	20
4	640 ea.	Sweet Pipes Hands-On Recorder Book Woodwind & Brasswind Item #909030000000000 Manufacturer <u>Sweet Pipes</u> Part # <u>SP2358</u> <u>Three dollars and eight cents</u> Cost in Words	\$3	08	\$1,969	92
5	60 ea..	Stentor 1400 Student I Series Violin Outfit 4/4 Woodwind & Brasswind Item #K47967000001000 Manufacturer <u>Stentor</u> Part # <u>1400A2-4/4</u> <u>One hundred and thirty seven dollars and one cent</u> Cost in Words	\$137	01	\$8,220	53
		TOTAL (ITEMS 1-5)			\$	14,469.71

TOTAL BID - ITEMS 1 to 5, INCLUSIVE

PLEASE PRINT

WRITTEN IN WORDS: Fourteen thousand four hundred ~~sixty nine~~ ^{seventy one} Dollars Seventy one Cents

WRITTEN IN FIGURES: \$14,469.71

LEGAL NAME OF

BIDDER Guitar Center Stores Inc. DBA: Music & Arts

ADDRESS: 5295 Westview Dr. Suite 300 Frederick, MD 21703

PREPARED BY: Katie Blackburn

TITLE: School Services Coordinator

SIGNATURE: Katie Blackburn

TELEPHONE NO.: (404) 259-4822

EMAIL: schools@musicarts.com

DATE: 10/19/22

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Contractor)

1. Prior to commencing work, and throughout the term of the Agreement, the Contractor shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Contractor shall provide evidence of such insurance to the City of Yonkers and the City's School District, acting by and through its Board of Education (together the "City"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Purchasing ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Contractor shall upon notice to that effect from the City, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Purchasing Bureau of the City for approval by the Director. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the City, may be declared suspended, discontinued or terminated.

Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification.

All property losses shall be made payable to the "City of Yonkers" and adjusted with the appropriate City personnel.

In the event that claims, for which the City may be liable, in excess of the insured amounts provided herein are filed by reason of Contractor's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Contractor maintains broader coverage and/or higher limits than the minimums identified herein, the City shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2 The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

- e) Cyber Liability insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as an additional insured on a primary and non-contributory basis.

3. All policies of the Contractor shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the City (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the City is named as an insured, shall not apply to the City.

(c) The insurance companies issuing the policy or policies shall have no recourse against the City (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

SCHEDULE "D"
**Questionnaire Regarding Business Enterprises Owned
and Controlled by Persons of Color or Women**

As part of the City's desire to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in City contracts, and in furtherance of Article VIII of Chapter 13 of the City Code, completion of this form is required.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a) at least 51% owned by one or more persons of color or women; (b) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 *et seq.*, or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 *et seq.*, and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?
☒ No
☐ Yes (as a business owned and controlled by persons of color)
☐ Yes (as a business owned and controlled by women)
2. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?
☒ No
☐ Yes (as a MBE)
☐ Yes (as a WBE)

If yes, official documentation of such certification must be attached hereto.

3. If you are a business owned and controlled by persons of color, please specify the minority classifications which apply: N/A
4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: N/A
5. Are you certified with the Federal Government as a small disadvantaged business concern?
☐ Yes
☒ No

6. Name of Firm/Business Enterprise: Guitar Center Stores Inc. DBA: Music & Arts
Address: 5295 Westview Dr. Suite 300 Frederick, MD 21703

Completed By (Print Name/Title): Katie Blackburn School Services Coordinator
Signature: Katie Blackburn

SCHEDULE “E”

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

- A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.
- B. For purposes of this Certification, “MacBride Principles” shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:
- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
 - (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
 - (3) ban provocative religious or political emblems from the workplace;
 - (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
 - (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
 - (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
 - (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
 - (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
 - (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.
- C. For purposes of this Certification, “Northern Ireland” shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.
- D. The Contractor agrees that the warranties and representation in paragraph “A” are material conditions of this Contract. If the City receives information that the Contractor is in violation of paragraph “A”, the City shall review such information and give the Contractor opportunity to respond. If the City finds that such a violation has occurred, the City may declare the Contractor in default, and/or terminate this Contract. In the event of any such termination, the City may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the City the difference between the contract price for the uncompleted portion of this Contract and the cost to the City of completing performance of this Contract either

by itself or by engaging another contractor. If this is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the City would have paid the Contractor plus any reasonable costs the City incurs in any new procurement and if this is a construction contract, the City shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Contract. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the City hereunder shall be in addition to, and not in lieu of, any rights and remedies the City has pursuant to this Contract or by operation of law or in equity.

Agreed:

Guitar Center Stores Inc. DBA: Music & Arts

(Legal Name of Person, Firm or Corporation)

By: Katie Blackburn

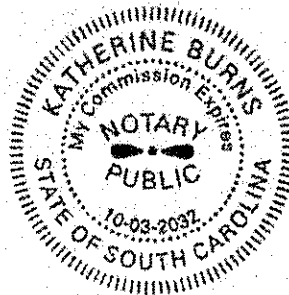
(Signature of Authorized Representative)

School Services Coordinator

(Title)

Dated: 10/19/22

SWORN to before me this 19th day
of October, 2022
Katherine Burns
Notary Public



SCHEDULE "F"
CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), 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 bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

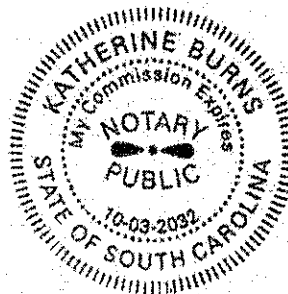
During the term of the Contract, should the City of Yonkers receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement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

The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Katie Blackburn, being duly sworn, deposes and says that he/she is the School Services Coordinator of the Guitar Center Stores Inc. DBA: Music & Arts Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

Katie Blackburn
SIGNED

SWORN to before me this 19th day
of October, 2022
Katherine Burns
Notary Public



SCHEDULE "G"
NON-COLLUSIVE BIDDING CERTIFICATION

1. By submission of this bid, the undersigned bidder and each person signing on behalf of such bidder certifies and in the case of a joint bid each party thereto certifies as to its own organization —
UNDER PENALTY OF PERJURY, that to the best of the undersigned's knowledge and belief:
- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
2. The undersigned acknowledges and agrees that a bid shall not be considered for award nor shall any award be made where any of the above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where one or more of the above has/have not been complied with, the bid shall not be considered for award nor shall any award be made unless the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
3. The undersigned also acknowledges and agrees that the fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1 above.
4. The undersigned further acknowledges and agrees that any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a bidder which is a corporation or a limited liability company for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in paragraph 1 of this certificate, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation or limited liability company.

Name of Bidder: Guitar Center Stores Inc. DBA: Music & Arts
(print full legal name)

Date Signed: 10/19/22

Signature: Katie Blackburn

Name of Person Signing Certificate: Katie Blackburn
(print full legal name of signer)

Bidder is (check one): ☐ an individual, ☐ a limited liability partnership, ☒ a limited liability company,
☒ other entity (specify): Corporation

SWORN to before me this 19th day
of October, 2022

Katherine Burns
Notary Public

