

Notice to Bidders

Hunterdon County Educational Services Commission (“HCESC”) conducts and acts as a Lead Agent to a voluntary Cooperative Pricing System consisting of over 700+ and growing Members under number 34HUNCCP. Sealed bids will be received and opened on December 9, 2021, at 11 A.M. prevailing time in the offices of the HCESC, Cooperative Purchasing Department, 37 Hoffmans Crossing Road, Califon, NJ 07830 for:

Musical Instruments-Equipment, Supplies, Repair & Conditioning #HCESC-CAT/SER-21-14

Specifications and instructions to bidders may be obtained at the HCESC Cooperative Pricing website at purchasing.hcesc.com. All bid addenda will be issued on the website. Therefore, all interested respondents should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Bids must be submitted in a sealed envelope and distinctly marked with the name of the bidder, category bid on, date, and time of the bid. If the envelope is placed in a mailer, it must be distinctly marked. Bids must be delivered or mailed to the Hunterdon County ESC, 37 Hoffmans Crossing Road, Califon, NJ 07830, and received by December 9, 2021, at 11:00 A.M.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

Doreen Pirozzi
Purchasing Manager



**Hunterdon County Educational Services Commission
Cooperative Purchasing
37 Hoffmans Crossing Road
Califon, NJ 07830**

**NJ State Approved Cooperative Pricing System
#34HUNCCP**

Introduction

The Hunterdon County Educational Services Commission (HCESC) is a cooperative currently consisting of over 700+, and growing, municipal governments, public educational institutions, schools, vocational, technical, and charter schools, public colleges and universities, community colleges, and other quasi-governmental organizations that generated well over 75.4 million dollars in discounted sales in 2020. The sales and service volumes resulting from these awarded contracts have the potential to generate considerable business since all Co-op Members using these contracts have their mandatory New Jersey procurement laws satisfied.

The HCESC is dedicated to the objective of providing our Co-op Members with an established sourcing partnership with the selected manufacturer(s), authorized dealers, and vendors. The power of cooperative purchasing enables HCESC to issue competitive solicitations and contracts for its members on a wide variety of products and services.

Hunterdon County Educational Services Commission Co-op Members

Region #1 - Sussex County

Green Township BOE	Newton BOE	Stanhope BOE
Stillwater Township BOE	Vernon Township BOE	Sussex County ESC
Kittatinny Regional BOE	Lenape Valley Regional BOE	Sparta BOE
Byram, Township of	Hamburg BOE	Franklin Borough BOE
Byram Township BOE	Fredon Township BOE	High Point Regional BOE
Frankford Township BOE	Fredon, Township of	Hopatcong BOE
Andover Regional BOE	Sussex-Wantage Regional BOE	Ogdensburg BOE
Sussex, County of	Walkill Valley Regional BOE	Montague BOE
Sparta, Township of	Green, Township of	Vernon, Township of
Sandyston-Walpack BOE	Hampton Township BOE	Sussex County Technical School
Newton, Town of	Stillwater Township	Sussex County Community College

Region #1 - Morris County

Butler BOE	Chester BOE	County College of Morris
Florham Park BOE	Jefferson Township BOE	Madison BOE
Montville Township BOE	Mount Olive BOE	Peguannock Township BOE
School District of the Chathams	West Morris Regional BOE	Wharton BOE
Denville Township BOE	Mine Hill Township BOE	Randolph Township BOE
Morris BOE	Mountain Lakes BOE	East Hanover Township BOE
Roxbury Township BOE	Morris Hills Regional BOE	Netcong BOE
Parsippany-Troy Hills Regional BOE	Washington Township BOE	Morris, County of
Dover BOE	Riverdale BOE	Boonton Township BOE
Hanover Park BOE	ESC of Morris County	Mount Arlington BOE
Mendham Borough BOE	Kinnelon BOE	Morris County Vocational BOE
Jefferson, Township of	Mendham Township BOE	Morris Plains BOE
Dover, Town of	Rockaway Township BOE	Chester, Township of
Boonton BOE	Southeast Morris County Municipal Utilities Authority	Roxbury, Township of
Morris, Township of	Long Hill Township BOE	Rockaway Borough BOE
Randolph, Township of	Hanover Sewerage Authority	Hanover, Township of
Butler, Borough of	Long Hill, Township of	Chatham, Borough of
Chester Library	Harding Township BOE	Whippanong Library

Region #1 - Warren County

Allamuchy BOE	Alpha BOE	Belvidere BOE
Blairstown BOE	Frelinghuysen Township BOE	Franklin Township BOE
Great Meadows BOE	Greenwich Township BOE	Hackettstown BOE
Harmony Township BOE	Hope Township BOE	Knowlton Township BOE
Lopatcong Township BOE	Mansfield Township BOE	North Warren Regional BOE
Oxford Township BOE	Phillipsburg BOE	Pohatcong Township BOE
Warren County Special Services	Warren County Technical School	Warren Hills Regional BOE
Warren Township BOE	Washington Borough BOE	Washington Township BOE
Warren, County of	Independence, Township of	Alpha, Borough of
Frelinghuysen, Township of	Franklin Township BOE	

Region #1 - Somerset County

Bernards Township BOE	Bound Brook BOE	Branchburg Township BOE
Branchburg, Township of	Bridgewater-Raritan Regional BOE	Franklin Township BOE
Hillsborough BOE	Montgomery, Township of	Somerset County Vocational-Technical School
Somerset Hills Regional BOE	Somerset, County of	Somerville BOE
South Bound Brook BOE	Warren Township BOE	Watchung BOE
Watchung Hills Regional BOE	Bound Brook, Borough of	Somerset County ESC
Green Brook Township BOE	Montgomery Township BOE	Somerset County Library
Somerset County Improvement Authority	North Plainfield BOE	Raritan Valley Community College
Central Jersey College Prep Charter School	Far Hills, Borough of	Franklin, Township of
Manville BOE	Thomas Edison EnergySmart Charter School	Somerville, Borough of

Peapack & Gladstone, Borough of		
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Region #1 - Hudson County

Beloved Community Charter School	Elysian Charter School	Ethical Community Charter School
Hoboken Dual Language Charter School	Jersey City BOE	Jersey City, City of
Learning Community Charter School	Union City BOE	Kearny BOE
Weehawken BOE	Weehawken, Township of	Hoboken BOE
Harrison BOE	Secaucus, Town of	Secaucus BOE
Bayonne BOE	Hudson Arts & Science Charter School	Hoboken, City of
The Golden Door Charter School	Union City Housing Authority	West New York, Town of
Jersey City Redevelopment Authority	Hudson, County of	East Newark BOE
Hoboken Housing Authority	Harrison, Town of	M.E.T.S. Charter School
West New York BOE		

Region #1 - Passaic County

Little Falls BOE	Paterson BOE	Paterson Charter School for Science & Technology
Wayne BOE	Passaic County Community College	Pompton Lakes BOE
West Milford BOE	Totowa BOE	Clifton Public Library
Wanaque BOE	Passaic BOE	Paterson Arts and Science Charter School
West Milford, Township of	Passaic Arts & Science Charter School	North Haledon BOE
Pompton Lakes, Borough of	Clifton BOE	Manchester Regional BOE
Little Falls, Township of	Passaic, County of	Clifton, City of
Haledon BOE	Wayne, Township of	Hawthorne BOE
Bloomingtondale, Borough of	Paterson, City of	Lakeland Regional BOE
Passaic, City of		

Region #1 - Hunterdon County

Alexandria Township BOE	Bethlehem Township BOE	Bloomsbury Borough BOE
Califon BOE	Clinton-Glen Gardner BOE	Clinton Township BOE
Clinton, Town of	Clinton, Township of	Delaware Township BOE
Delaware, Township of	Delaware Valley Regional BOE	East Amwell Township BOE
West Amwell, Township of	Flemington-Raritan Regional BOE	Franklin Township BOE
Frenchtown BOE	Hampton BOE	Hampton, Borough of
High Bridge BOE	High Bridge, Borough of	Holland Township BOE
Holland, Township of	Hunterdon Central Regional BOE	Hunterdon County ESC
Hunterdon County Polytech	Kingwood Township BOE	Kingwood, Township of
Union Township BOE	Lambertville, Borough of	Lebanon Borough BOE
Lebanon Township BOE	Milford BOE	Milford Library
North Hunterdon-Voorhees Regional BOE	Readington Township BOE	Readington, Township of
South Hunterdon Regional BOE (West Amwell, Stockton & Lambertville)	St. Paul's Christian School	Tewksbury Township BOE
Bloomsbury, Borough of	Readington-Lebanon Sewerage Authority	Union, Township of
Alexandria Township		

Region #1 - Bergen County

Allendale BOE	Cresskill BOE	Emerson BOE
Englewood BOE	Glen Rock, Borough of	Leonia BOE
Mahwah Township BOE	Midland Park BOE	New Milford BOE
Northern Highlands Regional BOE	Paramus BOE	Park Ridge BOE
Ridgewood BOE	River Vale BOE	Waldwick BOE
Wyckoff BOE	Hillsdale, Borough of	Hackensack BOE
Bergen County Special Services	Bergen County Technical School	Carlstadt BOE
Wood-Ridge BOE	Rutherford BOE	Teaneck, Township of
Teaneck BOE	Little Ferry, Borough of	Washington, Township of
Ho-Ho-Kus BOE	Bergenfield BOE	Oradell BOE
Pascack Valley Regional BOE	Alpine BOE	Saddle Brook BOE
Tenafly BOE	Closter BOE	Ramsey BOE
Elmwood Park BOE	North Bergen BOE	Englewood Cliffs BOE

Northvale BOE	Rochelle Park BOE	Saddle River BOE
Dumont BOE	East Rutherford BOE	Upper Saddle River BOE
Moonachie BOE	Little Ferry BOE	Ridgefield BOE
Hasbrouck Heights BOE	Oakland BOE	North Arlington BOE
Fort Lee BOE	Demarest BOE	Ramapo Indian Hills Regional BOE
Carlstadt-East Rutherford BOE	Bergen Arts & Science Charter School	Oakland, Borough of
Fort Lee, Borough of	Bogota BOE	Ridgefield Park BOE
Montvale BOE	Fair Lawn BOE	Ramapo College of NJ
Northern Valley Regional BOE	Lyndhurst BOE	Rochelle Park Library
Hillsdale BOE	Westwood Regional BOE	Garfield BOE
South Bergen Jointure Commission	Maywood BOE	Edgewater, Borough of
Montvale, Borough of	Woodcliff Lake, Borough of	River Edge, Borough of
Wyckoff, Township of	Midland Park, Borough of	Wallington BOE
Lodi BOE	Old Tappan BOE	

Region #1 - Union County

Berkeley Heights BOE	Berkeley Heights Public Library	Clark BOE
New Providence BOE	Rahway BOE	Roselle BOE
Springfield, Township of	Union, County of	Westfield BOE
Kent Place School	Township of Union BOE	Summit BOE
Union County Vocational School	Scotch Plains-Fanwood BOE	Springfield BOE
Union County ESC	Morris-Union Jointure Commission	Summit Free Public Library
Cresthaven Academy Charter School	Garwood BOE	Kenilworth BOE
Elizabeth BOE	Union, Township of	Summit, City of
Winfield Township BOE	Rahway Valley Sewerage Authority	Clark, Township of
Cranford, Township of	Plainfield BOE	Union County College
Mountainside BOE	Hillside BOE	Berkeley Heights, Township of
Garwood, Borough of	Roselle Park BOE	Linden BOE

Region #1 - Essex County

Maplewood, Township of	Belleville BOE	East Orange Community Charter School
East Orange, City of	Millburn Township BOE	Montclair BOE
Newark Preparatory Charter School	North Star Academy Charter School	Nutley BOE
Paulo Freire Charter School	People's Preparatory Charter School	Roseville Community Charter School
University Heights Charter School	West Orange BOE	Burch Charter School
East Orange BOE	Philip's Academy Charter School	Montclair, Township of
The Children's Institute	Caldwell-West Caldwell BOE	Spirit Preparatory Charter School
West Essex Regional BOE	South Orange-Maplewood BOE	Essex Fells BOE
Roseland BOE	Cedar Grove BOE	Essex County Vocational-Technical School
Belleville Library & Information Center	Newark Public Library	Fairfield BOE
Irvington BOE	Montclair State University	Essex Regional ESC
Essex, County of	West Caldwell, Township of	Glen Ridge BOE
NJ Transit	Newark BOE	Team Academy Charter School
City of Orange Township	Bloomfield BOE	Robert Treat Academy Charter School
North Caldwell BOE	Verona, Township of	Orange BOE

Region #2 - Middlesex County

Cranbury Township BOE	Edison, Township of	Highland Park BOE
Metuchen BOE	South Plainfield BOE	Woodbridge Township BOE
Woodbridge, Township of	Old Bridge Township BOE	Sayreville BOE
Piscataway Township BOE	South Brunswick Township BOE	Carteret BOE
East Brunswick, Township of	Edison BOE	Jamesburg BOE
Middlesex County College	North Brunswick BOE	Plainsboro, Township of
Spotswood BOE	Piscataway, Township of	South Amboy BOE
North Brunswick, Township of	Perth Amboy BOE	Middlesex County Vocational-Technical School
Monroe Township BOE	South River BOE	Middlesex County Stem Charter School
New Brunswick BOE	Middlesex, County of	East Brunswick BOE
Perth Amboy, City of	Milltown, Borough of	Middlesex BOE
Milltown BOE	Old Bridge, Township of	New Brunswick, City of

Middlesex, Borough of	ESC of NJ	South Amboy, City of
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Region #2 - Mercer County

Ewing Township BOE	Hamilton Township BOE	Hamilton, Township of
Hopewell Valley Regional BOE	Lawrence Township BOE	Mercer County Special Services
Mercer County Technical School	Pace Charter School	Princeton Charter School
Trenton BOE	Village Charter School	West Windsor-Plainsboro BOE
Trenton, City of	Princeton BOE	Princeton, Town/Township of
East Windsor Regional BOE	International Charter School of Trenton	Princeton Public Library
Robbinsville BOE	The College of NJ	Mercer County Community College
Hopewell, Township of	Pennington, Borough of	

Region #2 - Monmouth County

Asbury Park BOE	Manalapan-Englishtown BOE	Monmouth, County of
Hazlet BOE	Tinton Falls BOE	Highlands BOE
Freehold Borough BOE	Keansburg BOE	Holmdel Township BOE
Township of Ocean BOE	Neptune Township BOE	Asbury Park, City of
Bradley Beach BOE	Colts Neck Township BOE	Manasquan BOE
Upper Freehold Regional BOE	Monmouth County Vocational School	Freehold Regional BOE
Shrewsbury BOE	Rumson-Fair Haven BOE	Monmouth Regional BOE
Allenhurst BOE	Marlboro, Township of	Monmouth Beach, Borough of
Matawan-Aberdeen Regional BOE	Brielle BOE	Fair Haven BOE
Freehold Township BOE	Howell Township BOE	Millstone Township BOE
Avon BOE	Union Beach BOE	Long Branch BOE
Freehold Township Fire District #1	Red Bank Borough BOE	Holmdel, Township of
Long Branch, City of	Spring Lake Heights BOE	Wall Township Fire District #1
Wall Township Fire District #3	Monmouth County Park System	Henry Hudson Regional BOE
Colts Neck, Township of	Spring Lake Heights, Borough of	Marlboro Township BOE
Brookdale Community College	Atlantic Highlands, Borough of	Wall Township Fire District #2
Wall Township BOE	Red Bank Regional BOE	Hope Academy Charter School
Bayshore Regional Sewerage Authority	Middletown Township BOE	Eatontown BOE

Region #2 - Ocean County

Bay Head, Borough of	Brick Township BOE	Ocean County Vocational-Technical School
Plumsted Township BOE	Point Pleasant BOE	Southern Regional BOE
Lacey Township BOE	Central Regional BOE	Seaside Heights BOE
Barneget Township BOE	Ocean Township BOE	Little Egg Harbor Township BOE
Manchester Township BOE	Lakewood Township BOE	Stafford Township BOE
Jackson Township BOE	Long Beach Island BOE	Ocean County Health Department
Ocean County College	Toms River Municipal Utilities Authority	Ocean City BOE
Lacey, Township of	Ocean, County of	Stafford, Township of
Pinelands Regional BOE	Ocean County Library	Long Beach, Township of
Ocean, Township of	Toms River BOE	Beach Haven BOE
Lakewood, Township of	Manchester Township	Brick, Township of

Region #2 - Burlington County

Lumberton Township BOE	Burlington County Institute of Technology	Burlington County Special Services
Mount Holly Township BOE	Beverly City BOE	Bordentown Regional BOE
Cinnaminson Township BOE	Moorestown Township BOE	Rancocas Valley Regional BOE
Burlington, County of	Delanco Township BOE	Maple Shade BOE
Evesham Township BOE	Riverside Township BOE	Tabernacle Township BOE
Florence BOE	Medford Township BOE	Northern Burlington County Regional BOE
Riverton BOE	North Hanover Township BOE	Springfield Township BOE
Chesterfield Township BOE	Pemberton Township BOE	Lenape Regional BOE
Willingboro BOE	Eastampton BOE	Mount Laurel Township Municipal Utilities Authority

Burlington, City of	Shamong Township BOE	Delran Township BOE
Burlington City BOE		

Region #3 - Camden County

Camden City BOE	Eastern Camden County Regional BOE	Haddonfield BOE
Leap Academy University Charter School	Black Horse Pike Regional BOE	Camden County ESC
Lindenwold BOE	Winslow Township BOE	Pine Hills BOE
Freedom Prep Charter School	Collingswood BOE	Oaklyn BOE
Camden Community Charter School	Sterling BOE	Cherry Hill BOE
Voorhees BOE	Berlin Township BOE	Cherry Hill, Township of
Runnemede BOE	Camden County Technical School	Waterford Township BOE
Camden County Municipal Utilities Authority	Mt. Ephraim BOE	Bellmawr, Borough of
Haddon Heights BOE	Gloucester Township BOE	Camden, City of
Clementon BOE	Berlin Borough BOE	Bellmawr BOE
Merchantville BOE	Pennsauken BOE	Gloucester City BOE
Berlin, Township of	Chesilhurst BOE	Barrington BOE

Region #3 - Gloucester County

Washington Township BOE	Swedesboro-Woolwich BOE	Paulsboro BOE
Clayton BOE	Deptford Township BOE	Pitman BOE
Gateway Regional BOE	Franklin Township BOE	Westville BOE
Clearview Regional BOE	Delsea Regional BOE	Harrison Township Fire District #1
Gloucester County Vocational-Technical School	Gloucester County Special Services	Mantua Township BOE
Wenonah BOE	West Deptford BOE	Washington, Township of
Gloucester County Improvement Authority	Logan Township Municipal Utilities Authority	West Deptford, Township of
Monroe Township BOE	East Greenwich Township BOE	Woodbury City BOE

Region #3 - Salem County

Pennsville BOE	Salem Community College	Salem County Special Services
Salem County Vocational-Technical School	Pittsgrove Township BOE	Oldmans Township BOE
Lower Alloways Creek BOE	Salem, County of	Penns Grove-Carneys Point BOE
Quinton Township BOE	Woodstown-Pilesgrove Regional BOE	Lower Alloways Creek, Township of
Upper Pittsgrove BOE		

Region #3 - Cumberland County

Cumberland County Technical Center	Millville Public Charter School	Vineland Public Charter School
Bridgeton Public Charter School	Cumberland County College	Bridgeton BOE
Vineland, City of	Maurice River Township BOE	Cumberland County Improvement Authority
Hopewell Township BOE	Millville BOE	Rowan College of South Jersey

Region #3 - Atlantic County

Greater Egg Harbor Regional BOE	Hamilton Township BOE	Folsom BOE
Buena Regional BOE	Egg Harbor City BOE	Atlantic County Vocational School
Margate City BOE	Atlantic City Community Charter School	Somers Point BOE
Brigantine BOE	Linwood BOE	Atlantic County Special Services
Pleasantville BOE	Stockton University	Northfield BOE
Absecon BOE	Hamilton, Township of	Ventnor City BOE
Hammonton BOE	Atlantic City BOE	Atlantic City Municipal Utilities Authority
Egg Harbor, Township of	Egg Harbor Township BOE	Mullica Township BOE
Galloway Township BOE		

Region #3 - Cape May County

Cape May City BOE	Wildwood BOE	West Cape May BOE
Lower Township BOE	Upper Township BOE	Lower Cape May Regional BOE
Cape May County Special Services	Cape May County Technical School	Cape May County Municipal Utilities Authority
Middle Township BOE	Wildwood Crest BOE	Wildwood, City of
Avalon, Borough of	Upper Township	

Hunterdon County Educational Services Commission

Goals and Objectives

The Hunterdon County Educational Services Commission (HCESC) is looking for Vendors to provide broad-based lines of musical instruments, music equipment, and supplies at guaranteed discounted rates, irrespective of the volume of orders or the size of any one order or project as well as conditioning and repair work when directed by a Co-op Member.

Instructions to Bidders

A1. Submission of Bids

1. Bids are to be returned to:
- Doreen Pirozzi, Purchasing Manager
Hunterdon County Educational Services Commission
37 Hoffmans Crossing Road
Califon, NJ 07830

By: 11:00 A.M. Prevailing Time

On: December 9, 2021

2. Bids must be placed in a SEALED envelope marked as shown below on the front of the envelope. Respondents should also keep a complete copy of the bid packet, exactly as submitted.

Envelope Label Information:
(Including Mailer Envelope)

District: Hunterdon County ESC
Bid #: HCESC-Cat/Ser-21-14
Title of Bid: Musical Instruments-Equipment, Supplies,
Repair & Conditioning
Bid Date: December 9, 2021
Bid Time: 11:00 A.M.
Bidder: Name of company
Address
City, State, Zip Code

It is understood and agreed upon that the HCESC and its employees, agents, and representatives will be absolved from responsibility for the premature opening of any bid not properly labeled and sealed.

3. Bid Opening – All bids will be publicly opened in the Administrative office and read beginning at 11:00 A.M. on December 9, 2021. Respondents and/or their authorized agents, and the general public are invited to be present at the bid opening. It is the responsibility of each respondent to ensure that his or her bid is complete and presented to the Cooperative Purchasing office before the bid date and time. Bids will not be accepted or received by HCESC after the advertised bid date and time. (N.J.S.A. 18A:18A-21(b)).

HCESC reserves the right to postpone the date for the presentation and opening of bids and will give written notice of any such postponement to each prospective bidder as required by law.

This Form Must Accompany Bid Submission
Bidders Checklist

Hunterdon County Educational Services Commission
Musical Instruments – Equipment, Supplies, Repair & Conditioning #HCESC-CAT/SER-21-14

FAILURE TO SUBMIT ANY OF THESE ITEMS MAY BE CAUSE FOR REJECTION OF THE BID.

<u>Required with Bid</u>	<u>Submitted with Bid</u>
<u>XXXX</u> Required Evidence EEO/Affirmative Action Compliance Notice Questionnaire (Exhibit A & A20)	_____
<u>XXXX</u> Non-Collusion Affidavit (Exhibit B & A22)	_____
<u>XXXX</u> Bidder’s Acknowledgement of Receipt of Addenda (to be completed if Addenda are issued) (Exhibit C & A24)	_____
<u>XXXX</u> Statement of Ownership Disclosure (A21)	_____
<u>XXXX</u> Statement of Suspension of Debarment (Exhibit D & A37)	_____
<u>XXXX</u> Political Contribution Disclosure Form (Exhibit E & A28)	_____
<u>XXXX</u> Bid Proposal Forms (Exhibit F & A6)	_____
<u>XXXX</u> Acceptance of Bid and Contract Award (Exhibit G & A36)	_____
<u>XXXX</u> Catalog or Price List (A7)	_____

MANDATORY ITEM(S) REQUIRED PRIOR TO A CONTRACT AWARD
(It is preferred these documents be included with the bid submission, but not required)

- Certificate of Insurance naming Hunterdon County ESC as additional insured (A16)
- W9 Form (A26)
- Affirmative Action Certificate or AA302 Form with proof of payment (A20)
- Business Registration Certificate (A19)
- Disclosure of Investment Activities in Iran (A34)

This checklist is provided for the bidder’s use in assuring compliance with required documentation, however, it does not include all specification requirements and does not relieve the bidder of the need to read and comply with the specification.

Name of Bidder: _____

Signature: _____

Title: _____

Date: _____

A. GENERAL REQUIREMENTS

A2. Americans with Disabilities Act

The Contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. S121 01 et seq.

A3. Estimated Value (Open Ended Contract – Purchase as Needed)

The HCESC cooperative consists of over 700+ and growing, municipal governments, public educational institutions, schools, vocational, technical, and charter schools, public colleges and universities, community colleges, and other quasi-governmental organizations that generated well over 75.4 million dollars in **discounted** sales in 2020. The potential exists for substantial business because of these numbers. However, it is understood by all parties that no guarantees are made as to the amount of service contracted or quantities to be purchased. No minimum purchase is implied or guaranteed and the minimum number of units that may be ordered or products to be serviced under this Contract is zero.

A4. Payment

Every effort will be made by the Co-op Members to pay vendors and Contractors within thirty (30) to sixty (60) days provided the Co-op Member receives the appropriate documentation including but not limited to:

- 1) Signed Voucher
- 2) Invoices
- 3) Packing Slips

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Co-op Member unless otherwise agreed to by written contract or mandated by law. The Co-op Member, at its discretion, may make partial payments. All payments are subject to approval by the Co-op Member's formal board at a public meeting. Payment may be delayed from time to time depending on the Co-op Member's meeting schedule.

Invoices

All invoices created by the Contractor must clearly outline the goods provided or services rendered and the date(s) the goods/services were provided.

In some instances, the repair or reconditioning of equipment can be accomplished in a relatively quick amount of time. **Contractors shall bill in fifteen (15) minute increments based on the awarded hourly rate.**

All invoices must include the following information:

1. Full name and address of the company
2. Purchase order number from the Co-op Member
3. Company's invoice number that may be used as a reference
4. Goods and services rendered.
5. System identifier (34HUNCCP)
6. HCESC bid name & number (#HCESC-Cat/Ser-21-14 – Musical Instruments – Equipment, Supplies, Repair & Conditioning)

All invoices must be submitted within thirty (30) days of service and be directed to the attention of the Co-op Member's designated representative or, if no such representative is designated, the Co-op Member's Business Administrator.

Prompt Payment – Optional Discount

HCESC is requesting an optional prompt payment discount. Vendors and contractors, at their option, may encourage prompt payment by offering to the Co-op Member a percentage (%) discount deduction from the total amount of the contract (order) but must be declared in the bid submission and it cannot be a requirement of the Co-op Member.

If the Co-op Member accepts the percentage (%) discount that is offered by the vendor/contractor it shall pay the vendor/contractor the total contract amount minus the percentage (%) discount within twenty-one (21) days. If the Co-op Member is unable to meet the twenty-one (21) day deadline, the discount will not be deducted from the total contract order amount.

The twenty-one (21) day period begins with the receipt of all goods ordered or services rendered to the complete satisfaction of the Co-op Member, provided the Co-op Member receives the appropriate documentation including but not limited to:

- Signed Voucher by Vendor
- Invoices
- Packing Slips
- Certification of Completion by Appropriate Staff

Example:	Contract Order	\$5,000.00
	Prompt Payment Discount 8%	\$ 400.00
	Prompt Payment	\$4,600.00

Any bidder who desires to offer a prompt payment discount to Co-op Members must indicate that intent in the bid submission.

Please note: The prompt payment clause is an option, it shall not be a factor in determining the lowest responsible bid.

Restocking Fees- A restocking fee may only be charged on products ordered by and delivered to the Co-op Member in working order, but which goods were later rejected or returned by the Co-op Member outside of any warranty or other such guarantee made by the Contractor. Any such restocking fee must be declared in the bid submission or it will not be allowed and no Co-op Member shall be responsible for the same. Restocking fees in excess of 15% of the item price will not be allowed. Restocking fees may be waived, at the option of the Contractor.

A5. Taxes

As New Jersey governmental entities, the HCESC and its Co-op Members are exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et seq.) and do not pay any sales or use taxes. Bidders should note that they are expected to comply with the provisions of the said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials, and supplies furnished to the Co-op Member. Contractors may not use the HCESC's or the Co-op Member's tax-exempt status to purchase supplies, materials, service, or equipment.

A6. Bid Proposal Form

All bids are to be written in by typewriter or ink in a legible manner on the official Bid Proposal Form. Any bid price showing any erasure or alteration must be initialed by the bidder in ink, at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection, so please fill out all entries with care.

The Bid Proposal Form must be duly signed by the authorized representative of the company in the appropriate space, at the end of the Bid Proposal Form. Failure to sign the Bid Proposal Form may be cause to disqualify the entire bid. If the Bid Proposal Form contains more than one sheet, the bidders are required to affix the company name and address on each intervening sheet.

HCESC will not consider any bid on which there is any alteration to, or departure from, the bid specifications. Bidders are not to make any changes on the Bid Proposal Form or qualify their bid with conditions differing from those defined in the contract documents. If bidders do make changes, on the Bid Proposal Form, except as noted above for initialed clerical mistakes, it shall be a cause to disqualify that particular bid as non-responsive. N.J.S.A. 18A:18A-2(y).

Bidders are not required to bid on both Category A and Category B.

A6.1 Service & Parts – Category A

Vendors must offer an hourly rate as well as a parts percentage (%) discount off the Manufacturer's Suggested Retail Pricing (MSRP) to qualify for an award in this category. The parts discount in this category will be used in conjunction with service/conditioning only. The discount shall not be used for parts-only purchases. The hourly rates, as well as the discounted price for parts, shall include the 2% Participation Fee (see A16).

Labor

Vendors shall submit a price for labor based on the awarded hourly rate to be charged to the Co-op Member for all labor required to accomplish the repair & conditioning work. The hourly rate shall apply to all workers, without regard to title or worker classification. The hourly rate is not a payroll rate. The vendor's responsibility to pay prevailing wages (if applicable) is not affected by bidding a single hourly rate. The hourly rate includes all necessary tools, vehicles, travel, equipment, payroll, taxes, fringe benefits, overhead, and profit.

Parts/Materials

Vendors shall submit a discount percentage (%) off the Manufacturer's Suggested Retail Price (MSRP) for parts required to perform the repair & recondition work. All products shall be newly manufactured and unused. Cost-plus bids will not be accepted.

Vendors may offer special promotions provided that the new price charges for the item(s) are lower than what would otherwise be available through the contract. It is understood that these special promotions may be of limited duration by the vendors. At the end of such promotion, the standard contract price shall prevail.

A6.2 Products (Instruments, Equipment & Supplies) – Category B

Bidders shall submit a discount percentage (%) off the Manufacturer's Suggested Retail Price (MSRP) for instruments, equipment & supplies sold alone. All products shall be newly manufactured and unused, of the latest design and technology, and from the most current and popular music product lines available. The discounted price for parts shall include the 2% Participation Fee (see A16). Cost-plus bids will not be accepted.

Vendors may offer special promotions provided that the new price charges for the item(s) are lower than what would otherwise be available through the contract. It is understood that these special promotions may be of limited duration by the vendors. At the end of such promotion, the standard contract price shall prevail.

A6.3. Annual Maintenance Agreements - optional

Bidders offering Annual Maintenance Agreements shall indicate on the proposal sheet their desire to offer this service. In addition, the terms and conditions shall be included with the proposal. The cost shall include the 2% Participation Fee (see A16).

A7. Catalog or Price List

All bidders must submit the latest edition of the price list(s) and/or catalog(s) to which discounts will be applied. All such lists shall be current as of the date of the bid submission and, if awarded, shall remain current and enforceable throughout the duration of the contract, subject only to product availability.

All bidders must provide access to pricing from which the discounts will be applied, at the time of submission. Pricing can be offered via price lists submitted on a flash drive, hard copy catalogs/price lists, or web-based catalogs but **preferably on a flash drive**. All such lists shall be current as of the date of the bid submission and, if awarded, shall remain current and enforceable throughout the duration of the contract, subject only to product availability.

Throughout the period covered by this bid, bidders must provide and distribute current catalogs/price lists (upon request) or internet access to current online catalogs to the Members at no cost.

Failure to submit the catalog and/or price list to which discounts are applied will result in the rejection of the bid.

A8. Categories of Items for Parts and/or Service

Parts for all components of equipment will be made available to **over 700** Co-op Members. Music instrument replacement parts must be equivalent to or exceed, the original part standard. Vendors are not required to offer all lines of equipment. The requested lines are listed in the Proposal Sheets.

- 1- Woodwind Instruments – Flutes, Clarinets, Oboes, Saxophones, Piccolos, Bassoons, etc.
- 2- Brass Instruments – Trumpets, French Horns, Trombones, Tuba/Sousaphones, Cornets, Baritone, etc.
- 3- Strings – Violins, Violas, Cellos, Bass, Guitars, Ukuleles, etc.
- 4- Percussion – Field Drums, Snare Drums, Toms, Bass Drums, Timpani, etc.
- 5- Pianos - Organs
- 6- Electronic Instruments/Equipment – Keyboards, Digital Pianos, Synthesizers, Digital Drums, etc.
- 7- Band Equipment & Accessories

A9. Categories of Items for the Sale of Instruments, Equipment, and Supplies

The categories and like items listed demonstrate what will be made available to **over 700** Co-op Members. Elementary, secondary, post-secondary as well as professional versions of all instruments are requested. Vendors are not required to offer all categories of items listed below.

- 1- Instruments – All listed above (A8), Tambourines, Cymbals, Harps, Bells, etc.
- 2- Early Learning Classroom Instruments – Egg Shakers, Sand Blocks, Triangles, Cluster Bells as well as Instructions Material, Music Software, etc.
- 3- Equipment – Music Stands, Microphones, Amplifiers, Carts/Racks, Stools, Tuning Forks, Instrument Stands, Sound Docks, CD/DVD Players, Cases, Headphones, etc.
- 4- Supplies – Bows, Strings, Mutes, Sticks, Straps, Brushes, Sheet Music, Batons, Pics, Reeds, etc.
- 5- Band Equipment & Accessories

A10. Repair and Conditioning

<u>Woodwind Instruments</u>	Check & Regulate, Clean & Polish, Replace Parts & Adjust Components as needed, Lubricate, Dent Repair as needed.
<u>Brass Instruments</u>	Check & Regulate, Chemical Flush, Sanitize Mouthpiece, Replace Parts & Adjust Components as needed, Lubricate, Dent Repair as needed.
<u>String Instruments</u>	Check & Regulate, Replace Parts & Adjust Components as needed, Crack & Seam Repairs, Clean
<u>Percussion Instruments</u>	Check & Regulate, Replace Parts & Adjust Components as needed
<u>Pianos</u>	Clean, Adjust, Tune, Replace Parts as needed.
<u>Electronic Equipment</u>	Check & Regulate, Replace Parts & Adjust Components as needed, Crack & Seam Repairs, Clean

A11. Contracts

Bidders providing a bid proposal for Repair & Conditioning must be capable of servicing all instruments within the line of items bid. By bidding on repairs for a line of instruments, the bidder certifies that it is capable of servicing all systems and components of the line of instruments bid. HCESC reserves the right to reject any or all bids pursuant to law and waive any informalities and to take such alternates that HCESC feels are in the best interests of the Co-op Members.

A response to this bid acknowledges that new Co-op Members will be offered the same terms and conditions, as well as the pricing current Co-op Members receive.

The bid document and notice of award shall be considered incorporated as part of the formal contract.

HCESC requests that bidders only respond if they are able to offer prices lower than what they ordinarily offer on separate, single school district contracts.

In the event of a public emergency declared at the local, state, or federal level prior to the expiration of the contract, if the owner opts to extend the terms and conditions of the contract, the contractor agrees to extend the terms and conditions of this specification, whether existing or expiring for no longer than six (6) months, for goods and/or services for the duration of the emergency.

Discount offers must clearly identify the percentage (%) of the discount to apply to the contract. Bidder shall agree that there will be no reductions in discounts during the life of the contract.

HCESC will not accept a minimum purchase requirement.

A11.1 Award of Contract. Rejection of Bid(s)

Category A - Repair & Conditioning Labor

A Contract award, if made, will be made by lines (1-6), by county, to the bidder offering the lowest hourly rate to be charged for all labor required to accomplish the work.

All bidders must offer a discount from their respective price lists/catalogs for parts to repair & recondition – bids not offering such a discount will be rejected. The parts discount in this category will be used in conjunction with the Repair & Recondition service only.

Category B – Musical Instruments, Equipment & Supplies- Catalog Sales – The contract is intended to provide instruments, equipment, and supplies typically sold through online and paper-based catalogs at discounted rates. All bidders must offer a percentage (%) discount off the Manufacturer's Suggested Retail Price (MSRP) for instruments, equipment & supplies – bids not offering such a discount will be rejected. Due to the varied nature of vendors' respective catalogs, HCESC reserves the right to award contracts to multiple vendors.

Should multiple contracts be awarded, each Member shall be responsible for determining which vendor offers the lowest price on the specific products that the Member chooses to purchase.

A11.2 Equal Prices

Pursuant to N.J.S.A. 18A:18A-37(d) when two or more bidders submit equal prices and the prices are the lowest responsible bids, HCESC may award the contract to the vendor whose response, in the discretion of HCESC, is most advantageous, price and other factors considered.

A11.3 Return of Contracts and Related Contract Documents (when required)

Upon notification of award of the contract by HCESC, the successful respondent shall sign and execute a formal contract agreement between HCESC and the respondent, **when required**.

If a formal contract is not required by HCESC, these bid documents, the bidder's proposal, and the Notice of Award issued by the HCESC shall constitute the contract between the HCESC and the successful bidder. Additionally, any approved and signed Co-op Member Purchase Order will constitute a contractual agreement between the vendor and the Co-op Member. When a formal contract is required the successful respondent shall sign and execute said contracts and return said contracts along with the following;

1. Performance Bond in the total amount of the contract (**not required**)
2. Insurance Certificate with HCESC as an additional insured.
3. Other required documents as may be outlined in the bid specification.

The executed contracts and related documents must be returned to;

Doreen Pirozzi, Purchasing Manager
Hunterdon County Educational Services Commission
37 Hoffmans Crossing Road
Califon, NJ 07830

within seven (7) days of receipt of notification. Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of the award by HCESC with the bid security becoming the property of HCESC. HCESC reserves the right to accept the bid of the next lowest responsible respondent.

A11.4 Initial Term, Renewal, and Annual Termination Option

1. Initial Term - The term of the contract shall be for a period of two (2) years from the date of the award by HCESC unless terminated at an earlier date by HCESC pursuant to paragraph 3 below, or in accordance with the procedures for termination that may be set forth elsewhere in the contract or bid documents.

2. Renewal Term - The contract may be renewed by HCESC for up to two (2) one-year periods or an additional two-year period pursuant to N.J.S.A. 18A:18A-42.

3. Annual Termination Option - In addition to any other right or recourse available to HCESC to terminate the contract. HCESC shall also have the option to terminate the contract upon the first anniversary of the contract award and/or each successive anniversary thereafter ("Annual

Termination Option”). HCESC may utilize its Annual Termination Option for any reason or no reason whatsoever and HCESC shall not be required to provide the contractor with a reason as to why HCESC may decide to exercise the Annual Termination Option. In the event that HCESC utilizes the Annual Termination Option, HCESC shall provide the Contractor with written notice of its intent to do so at least fifteen (15) days prior to the anniversary of the contract award. The Annual Termination Option is the right belonging solely to HCESC and may not be used by the Contractor to terminate its obligations under the contract.

Continuation of the terms of the contract beyond the fiscal year is contingent on the availability of funds in the following year’s budget.

The successful bidder will be required to hold hourly rates and discounts awarded for the life of the contract.

A11.5 Purchase Order Required; Notice to Proceed

No Contractor or vendor shall commence any project, provide any service or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 30 days after the contract expiration. Co-op Members purchasing through this cooperative bid will have the right to purchase from the successful bidder at the same award as submitted in the bid. Any discount extended to one member district during the course of the contract will be extended to ALL Members of the cooperative.

A12. Subcontracting

Contractors, service providers, and all vendors with whom HCESC has awarded a contract may not subcontract any part of work done or assign any part of the contract for goods or materials for HCESC without first receiving written permission from HCESC.

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. HCESC may require the following non-exhaustive list of documents to be secured from all approved subcontractors.

1. Insurance Certificate as outlined in the bid specifications
2. Affirmative Action Evidence as outlined in the bid specifications
3. Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law
4. Business Registration Certificate

In cases of subcontracting, only the prime contractor shall be paid by HCESC or its Member. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. HCESC and/or its co-op member shall be held harmless against any or all claims generated against prime contractors for nonpayment to subcontractors.

Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors.

A13. Delivery/Shipping of New Instruments/Equipment

Shipping shall be FOB Destination for orders over \$50.00. No COD orders will be accepted. The Contractor, to whom the contract is awarded, retains title and control of the goods until delivery is made and selects the carrier and is responsible for the risk of transportation, title passes to the Co-op Member upon delivery and ownership.

Shipping shall be within 72 hours after receipt of the order but no later than two (2) weeks unless mutually agreed to by the Contractor and Co-op Member. Deliveries are to be made to the inside of the building and should be made between 8:30 A.M. and 4 P.M., Monday through Friday, unless otherwise indicated by the Co-op Member. Cartons and packages are to be clearly marked with the school/district name and name of the person purchasing.

Back-Orders – In the event that an item is on backorder or otherwise delayed after a Co-op Member has ordered the item, the Contractor will notify the Co-op Member, who shall have the right to determine the amount of time the Contractor will be allowed to make delivery of the backorder item or if such item cannot be delivered by such date, the Co-op Members may cancel any backorder items and the Co-op Member shall not be charged for such items.

If the Contractor fails to make delivery within the specified time or if the items are in any way defective or otherwise non-conforming, the Co-op Member shall, in its sole discretion, have the right to either reject such item(s) at no cost to the Co-op Member or accept such item.

Shipping Errors – The Contractor agrees that shipping errors will be at the expense of the Contractor. It is the responsibility of the Contractor to pay for return mail or shipment, at the convenience of the Co-op Member.

Product Labeling – In accordance with the New Jersey Worker and Community Right to Know Act, all containers must be clearly labeled and all deliveries must be accompanied with the Manufacturer's Safety Data Sheets, as applicable.

Damaged/Defective Products – The Contractor agrees to pay for the return of products if they arrive damaged or defective and must arrange for their return. Co-op Members shall provide notice to the Contractor with ten (10) business days of becoming aware of the issue.

A14. Pick-up & Delivery of Repaired/Conditioned Equipment

The vendor shall be solely responsible for damages or loss of equipment between the time it is collected and the time it is returned to the schools.

A15. Reports and Fee

The total cost of HCESC's program is funded through a two percent (2%) participation fee required to be paid to HCESC by all successful Bidders/Contractors on a quarterly basis ("Participation Fee").

The Participation Fee is equal to two percent (2%) of the total dollar amount of all goods and services sold/provided by the Contractor(s) to Co-op Members. **All quotes/prices/bids submitted for this project shall be inclusive of the two percent (2%) Participation Fee.**

The Participation Fee shall not be printed as a line item or separate charge on any quotation, invoices, or any other such documentation provided by the Contractor to Co-op Members. The price stated in your bid for this project shall be the price charged to the Co-op Member.

The Participation Fee shall be due within thirty (30) days of each respective quarter's end with the exception of the last quarter of the contract. The Participation Fee for the final quarter of the contract shall be due within fifteen (15) days following the contract expiration.

The Participation Fee shall be made payable to the Hunterdon County Educational Services Commission and sent to the attention of the Purchasing Manager.

All Contractors shall also be required to issue Quarterly Reports documenting all ORDERS RECEIVED from Co-op Members. Quarterly Reports are due within fifteen (15) days of each respective quarter's end (March, June, September & December) with the exception of the last quarter of the contract. The Quarterly Report for the final quarter of the contract shall be due within ten (10) days following the contract expiration. Quarterly Reports shall be emailed to dpirozzi@hunterdonesc.org. Each Quarterly Report must contain the following:

Service/Conditioning: Co-op Member & City, # of Instruments, Labor Total, Parts Total
Instrument, Equipment & Supplies: Co-op Member & City, Description of Item, Purchase Order Total

Every Contractor must provide the HCESC with a report for every quarter regardless of the number of sales made for the quarter and even if no sales were made.

In addition to the Quarterly Reports, all Contractors shall provide HCESC with an annual summary documenting all purchases made by Co-op Members for a period beginning with the date of the award of the contract and ending on the next June 30th, with additional annual summaries being provided for all consecutive annual periods for the term of the contract.

Any Contractor who fails to timely submit required Participation Fee, Quarterly Report or annual summary or who fails to fully and accurately disclose services provided/goods sold to Co-op Members shall be considered in default of the contract and such failure shall be grounds for HCESC's termination of the Agreement. The Contractor shall remain liable for any and all fees owed up to and including the time the Agreement has been terminated by HCESC.

A16. Insurance

The Contractor shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below;

General Liability	\$2,000,000	General Aggregate
	\$1,000,000	Products
	\$1,000,000	Personal Injury
	\$1,000,000	Each Occurrence
	\$5,000	Medical Expense

Within seven (7) days of notice of intent to award, a Certificate of Insurance shall be submitted naming Hunterdon County Educational Services Commission as additional insured. In

addition, the Contractor must present to the Co-op Member a Certificate of Insurance naming the Co-op Member as additional insured in the amounts listed above, when requested by the Co-op Member.

Other Insurances – Workers Compensation

Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States must be available for perusal. The minimum limits are the following unless a greater amount is required by law:

Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Policy Limit
Bodily Injury by Disease	\$1,000,000 Each Employee
Contract Liability	Same as General Liability
Automobile Liability	\$1,000,000 per Occurrence

A17. Acquisition, Merger, Sale and/or Transfer of Business, Etc.

It is understood by all parties that if during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his or her interest(s) to another party; all obligations are transferred to that new party, which new party shall be required to submit all mandatory documentation as required by State law. In this event, or in the event the contractor files for bankruptcy, HCESC shall have the right to terminate the contract, at its sole discretion.

A18. Termination

A18.1. Default. If HCESC determines, in its sole discretion, that the Contractor has failed to comply with the terms of these bid documents, the contract, and/or conditions of the bid and/or proposal upon which the contract is based, particularly but not limited to the Participation Fee and Reporting Requirements set forth above, or that the Contractor has failed to perform any required service, duties and/or responsibilities toward HCESC and/or a Co-op Member in a timely, proper, professional and/or efficient manner, then HCESC shall have the authority to immediately terminate the contract upon written notice to the Contractor setting forth the reason for termination and effective date of termination.

Notwithstanding the above, HCESC will attempt to give the Contractor all reasonable opportunities to cure any defect in the Contractor's performance or compliance with the contract. Any decision by HCESC to not terminate the contract in response to an act or omission by the Contractor constituting a default shall not be considered a waiver of HCESC's rights nor shall any such decision be binding against the HCESC with respect to future acts of default by the Contractor.

In the event that HCESC terminates the contract based upon the Contractor's default, HCESC expressly reserves the right to disqualify the Contractor as a bidder on future projects for a period of up to five (5) years based upon HCESC's prior negative experience with the Contractor. In such an event, HCESC also reserves the right to notify each of its Co-op Members of Contractor's default and disqualification and HCESC may encourage Co-op Members and all other public

boards of education in the State of New Jersey to similarly disqualify Contractor as authorized by N.J.S.A. 18A:18A-4. Accordingly, the Contractor should take care to fully and accurately comply with all contractual requirements.

Termination by HCESC of the contract does not absolve the Contractor from potential liability for damages caused to the HCESC and/or the Co-op Member by the Contractor's breach of the agreement. HCESC and/or the Co-op Member may withhold payment due to the Contractor and apply the same towards any damages incurred, subject to all relevant laws and regulations. Damages may include the additional cost of procuring said services or goods from other sources.

The Contractor shall indemnify and hold HCESC and Co-op Members harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the termination of this contract.

A18.2. Unconditional Termination for Convenience. The contract may be terminated by HCESC for convenience without any liability or penalty to HCESC or any Co-op Member except that the Contractor shall be paid for services rendered prior as previously agreed to by the ordering party and the Contractor. In no event shall HCESC or any Co-op Member be liable for any loss of profits, loss of business advantage, compensatory or consequential damages, or any other claim by the Contractor other than the direct and agreed-upon cost of the goods and/or services.

A18.3. Termination by HCESC for Reasons Other Than Default or Convenience. HCESC may also terminate this contract for any reason authorized by law or as otherwise provided in these contract documents.

A19. Business Registration Certificate

Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2004 – Chapter 57, all bidders shall submit prior to the award of any contract a copy of the “New Jersey Business Registration Certificate” as issued by the Department of Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certification prior to the award of contract will be cause for the rejection of the entire bid.

Goods and Services Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: **1)** The contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor: **2)** prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used: **3)** during the term of this contract, the contractor and its affiliates shall collect, remit, and notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor, or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day

of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling 609-292-9292.

A20. Affirmative Action

Each Contractor shall submit to the public agency, after notification of award but prior to execution of a good and services contract, one of the following three documents:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or
3. An employee information report (Form AA302) provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance along with a copy of proof of payment to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

Please note: A completed and signed Affirmative Action Questionnaire is required with the submission of the bid. However, HCESC will accept in lieu of the Questionnaire, Affirmative Action Evidence stapled to the Affirmative Action Questionnaire form.

If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et. Seq. and N.J.S.A. 17:27 et seq.

A21. Statement of Ownership Disclosure

Bidders are hereby notified that every corporation and partnership, according to the provision of Chapter 33, Laws of 1977 of the State of New Jersey, must submit a statement accompanying the bid, setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all partners in the partnership, who own 10% or more of that corporation's stock, or the individual partners 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria, have been listed.

A22. Non-Collusion Affidavit

A notarized Non-Collusion Affidavit shall be submitted with the bid.

A23. Indemnification

The Contractor agrees to indemnify and save harmless Hunterdon County ESC, its officers, agents, and employees, from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected to put by reason of injury to the person or property of another, or the property of the owner, resulting from:

- a) negligent acts or omissions on the part of the Contractor, the Contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and,

b) the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention, or article furnished or used in the performance of this contract.

Mutual limitation of liability terms will not be accepted.

A24. Interpretations and Addenda

No interpretation of the meaning of the specification will be made to any bidder orally. Every request for such interpretations should be made in writing to HCESC and **must be received at least ten (10) days prior to the date fixed for the opening of bids to be given consideration**. Any and all interpretations and any supplemental instructions will be distributed in the form of a written addendum to the specifications. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c), as may be amended, by certified mail, certified fax, or email with receipt no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. All addenda so issued shall become part of the contract documents.

A25. Customer Service Contact

The Contractor MUST designate one person as "point of contact" for issues pertaining to ALL orders placed through this cooperative bid. The Contractor agrees to assign a senior-level employee (one authorized to make decisions) to the HCESC account who shall have a working knowledge of this contract.

A26. W-9

Vendors are required to submit a W9 after a contract is awarded. This form is available at the following link: <http://irs.gov/pub/irs-pdf/fw9.pdf>.

A27. Political Contributions Disclosure - Requirements

Pursuant to N.J.A.C. 6A:23A-6.3, as may be amended, please note the following:

Award of Contract

"The HCESC will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of the HCESC during the preceding one year period."

Contributions During Term of Contract - Prohibited

"Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to any member of the HCESC from any business entity doing business with the school district is prohibited during the term of the contract."

Chapter 271 Political Contribution Disclosure Form - Required -- N.J.A.C. 6A:23A-6.3 (a4)

All respondents shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. Respondents' disclosure shall indicate any and all reportable contributions made to any State, county, or local political entity of the State regardless as to which county said entity is located.

A28. Political Contribution Disclosure Statement – Pay to Play

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement

Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 Section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on the requirement is available from the New Jersey Election Law Enforcement Commission at 888-313-3532 or at www.elec.nj.us.

A29. Challenge of Specifications (N.J.S.A. 18A:18A-15)

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on HCESC or the award of the Contract.

A30. Compliance with all Laws – (where applicable)

The Contract is governed by the New Jersey Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq. Contractor shall comply with all Federal and State Laws, county and local ordinances, and all rules and regulations of health, public or other authorities controlling or limiting the methods, materials to be used, or actions of those employed in work of this kind.

Any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances, or regulations shall be provided by the Contractor.

Contractor shall keep himself informed of all existing and future State and Federal Laws, and county and local ordinances in any manner affecting those engaged or employed in the work, and shall protect and indemnify the HCESC, its officers, Co-op Members, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or defects.

A31. Documents, Missing/Illegible

The bidder shall familiarize himself with all forms provided by HCESC that are to be returned with the bid. If there are any forms either missing or illegible, it is the responsibility of the bidder to contact HCESC at 908-439-4280 x 1513 for duplicate copies of the forms. This must be done before the bid date and time. HCESC accepts no responsibility to any bidder who does not receive a complete bid package in time for the bidder to submit his bid.

A32. Document Signatures – Original; Blue Ink Preferred

All documents returned to HCESC shall be signed with an original signature in ink (blue). Failure to sign and return all required documents with the bid package may be a cause for disqualification and for the bid to be rejected. HCESC will not accept facsimile or rubber stamp signatures.

A33. Right to Know Law

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right to Know Law – N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact: New Jersey Department of Health, Right to Know Program, CN 368, Trenton, NJ 08625-0368.

A34. Disclosure of Investment Activities in Iran

P.L.2012, c.25 prohibits State and local public contract with persons or entities engaging in certain investment activities in the energy or finance sectors of Iran.

A35. Open Records

HCESC considers all information, documentation, and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and, thus, subject to public disclosure in accordance with therefore all statutes, court decisions and the opinion of the State of NJ regarding the disclosure of proposal information.

A36. Acceptance of Bid and Contract Award

This document is to be partially completed (top portion only) and included in the submission. In the event an award is made, a copy will be signed and returned with the award letter.

A37. Debarment, Suspension, or Disqualification

HCESC will not enter into a contract for work with any person, company, or firm that is on the State Treasurer's List of Debarred, Suspended, or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List.

All Bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Treasurer's List of Debarred, Suspended, or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List.

A38. Bidder Comment Sheet

This form is for Bidder's use in offering voluntary alternates, or other comments intended to afford the HCESC information or opportunities to improve the quality of the future or similar projects, without invalidating the bid proposal. It may NOT be used to take exception to specific conditions defined in the bid documents which the Bidder does not like. The bid provided must be based upon the plans and specifications, and all contract conditions, as stated. If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the bidder wishes to raise an objection, this must be done in writing to HCESC through the question process outlined in the Instructions to Bidders. Such inquiries will have a response issued by addendum only, and the resulting decision circulated to all bidders of record.

A39. Source of Specifications/Bid Packages

Bid packages for routine goods and services are available from <http://purchasing.hcesc.com> at no cost to the Bidder. All addenda are posted on this site. Potential Bidders are cautioned that they are bidding at their own risk if they receive the specifications from a third party. HCESC is not responsible for third-party supplied specifications.

A40. Force Majeure

Neither party shall be liable in damages for any failure, hindrance, or delay in the performance of any obligation under the Agreement if such delay, hindrance, or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence.

Vendors, and/or Contractors who have a contract with the HCESC to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

A41. Withdrawal of Bids

The Business Administrator may consider a written request from a respondent to withdraw a bid if the written request is received by the Purchasing Agent before the advertised time of the bid opening. Any respondent who has been granted permission by the Purchasing Agent to have his/her bid withdrawn cannot re-submit a bid for the same advertised bid project. That respondent may, in the sole discretion of HCESC, also be disqualified from future bidding on the same project if the project is re-bid.

After the Bid Opening

HCESC may consider a written request from a respondent to withdraw a bid if the written request is received by the Purchasing Agent within five (5) business days after the bid opening. A request to withdraw a bid after the specified number of days will not be honored.

The respondent who wishes to withdraw a bid must provide certification supported by written factual evidence that an error or omission was made by the respondent and that the error or omission was a substantial computational error and/or an unintentional omission.

The request to withdraw a bid after the bid opening may be reviewed by the Purchasing Agent and other interested administrators; and/or the Board Attorney and a recommendation will be made to the HCESC. If HCESC, in its sole discretion, grants permission to have the bid withdrawn the contractor/vendor shall be disqualified from bidding on the same project if the project is re-bid. If the respondent's request to withdraw the bid is denied and a contract is awarded to the respondent but fails to execute the contract, the bid guarantee (if any) will be forfeited and become the property of HCESC.

A42. Notarized Documents

Forms that require notarization in the bid do not have to be notarized if the bidder includes a statement with the bid stating that they are unable to have it notarized due to the current pandemic situation.

A43. Document Retention

The Contractor/Vendor shall maintain all documentation for a period of five (5) years from the date of the final payment. Such records shall be made available to the New Jersey Office of the State Controller upon request.

A44. Marketing

Contractors are encouraged to market & promote the contract in cooperation with HCESC. The awarded Contractor must work with HCESC to make Co-op Members aware of the benefits of the contract.

The Contractor agrees to provide HCESC with a copy of all advertisements or promotional material for approval. The Contractor will provide HCESC with the date of release and name of publication, journal, etc. if applicable.

If awarded a contract, the Contractor shall be willing and able to place a label of each piece of advertising that is sent or delivered to a public educational institution in the State of NJ identifying that the Contractor has a contract with HCESC. The label will have the HCESC contract number, phone numbers, and other information to assist the buyer.

The Contractor will include the HCESC logo, web address, and contact information in all print, electronic mail, and other advertising and promotion intended for release to Co-op Members.

The HCESC logo and information shall be clearly readable in size, and in appropriate proportion to the other elements in the print material.

Contractor agrees to make available brochures or other promotional materials that mention HCESC or the ensuing contract, prior to distribution, on booths, tables, etc. of any or all exhibits for which the Contractor displays/participates at trade shows, conventions, etc. The Contractor will supply scheduled exhibit dates in advance.

The Contractor agrees to insert the HCESC logo, web address, and contact information on the Vendor's website promoting and providing a link to the HCESC website. The Contractor will also provide HCESC with text, links, and logos for the Contractor to be posted on the HCESC website.

B- Additional Requirements and Conditions

B1. Scope of Services – Repair & Conditioning (Open-Ended Contracts, Purchase as Needed).

Under this contract, the Contractor shall provide labor and materials for repair & conditioning work when directed by the Co-op Member for any equipment owned & maintained by the Co-op Member at the contract prices for time and materials. Time and material services under this Contract will be requested and individually specified and contracted for by and with the Co-op Member. It is understood by all parties that there is no express or implied guarantee made by either the HCESC or the Co-op Members as to a minimum number or amount of any service contracted.

B2. Contractor's Estimates

Contractors must provide quotes at no cost prior to any work started if requested by the Co-op Member.

B3. Delivery of Service

The bidder hereby acknowledges that they will work with the Co-op Members to ensure satisfactory completion of all work.

The vendor will pick up all music instruments for repair/conditioning at the appropriate school locations. Items will be repaired/conditioned and returned to the appropriate school locations within one week of the initial pick-up – unless an extension approval is received from the Music Department Chair.

All repaired/conditioned music instruments will be returned to the school site appropriately sanitized and in playing condition.

Employees of the Contractor shall perform all work. No work shall be subcontracted to other contractors without the prior approval of HCESC and at no increase in contract prices for the time.

B4. Guarantees and Warranties

All installations including all materials, equipment, and installation labor shall be warranted by the Contractor to be free of defects for a period of at least one year after completion of the installations. The Contractor shall also provide a warranty for such equipment for the entire period of the manufacturer's warranty. All warranties and guarantees provided by vendors for equipment and materials shall be delivered to the Co-op Member prior to payment for the work. Repair, replacement, or other correction of defects under the Contractor's warranty shall be at the Contractor's sole cost. Warranty for repair/service work shall carry a minimum of one (1) month manufacturer's warranty that includes parts and labor.

This form must be included with bid submission
Exhibit A
EEO/Affirmative Action Compliance Notice
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
Goods, Professional Service, and General Service Contracts

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Hunterdon County Educational Services Commission and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the HCESC files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the HCESC, **within seven (7) days after receipt of notification of intent to award**, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally approved or sanctioned EEO/AA program?

Yes _____ No _____

If yes, please submit a Photostatic copy of such approval.

2. A certificate of Employee Information Report (hereafter "Certificate), issued in accordance with N.J.A.D. 17:27 et seq. The vendor must provide a copy of the Certificate to the HCESC as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval?

Yes _____ No _____

If yes, please submit a Photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the HCESC **along with proof of payment to the State**. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulation. Prior to the execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to the Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.S.A. 17:27.

Company _____ Signature _____

Print Name _____ Title _____

Date _____

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., (P.L.1975, C.127)
N.J.A.C. 17:27 et seq.

Goods, General Services, and Professional Services Contracts

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

AFFIRMATIVE ACTION LANGUAGE continued

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- 1-Letter of Federal Affirmative Action Plan Approval
- 2-Certificate of employee Information Report; or
- 3-Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Acknowledged: Vendor Name: _____
By: _____
Date: _____

For further information: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf

This Form Must Accompany Bid Submission
Exhibit B

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF _____

ss:

I, _____ of the City of _____
in the County of _____ and the State of _____ Of full age, being
duly sworn according to the law on my oath depose and say that:

I am _____
Of the firm of _____
The bidder making the Proposal of the above-named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in the said proposal and in this affidavit are true and correct, made with full knowledge that the Hunterdon County Educational Services Commission relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____ (N.J.S.A. 52:34-15)
Name of Contractor

Bidder's Signature

Type or Print Name of Bidder

Subscribed and sworn to before me
This day of _____

Seal Notary Public

My Commission expires _____ 20____

This Form Must Accompany Bid Submission

Bidder's Acknowledgement of receipt of addenda to bid documents
Exhibit C

The undersigned Bidder hereby acknowledges receipt of the following Notices, Revisions, and/or Addenda to the bid advertisement, specifications, and bid documents. By indicating the date of receipt, Bidder acknowledges the submitted bid takes into account the provisions of the Notice, Revision, or Addendum. Note that the Commission's record of notice to Bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject to rejection of the bid.

<u>Reference Number or Title of Addendum/Revision/Notice</u>	<u>How Received (mail, fax, pick-up, Etc.)</u>	<u>Date Received</u>

Acknowledgment by Bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name and Title: _____

Date: _____

STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is the cause for the automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

City, State, ZIP: _____

Part I Check the box that represents the type of business organization:

Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

For-Profit Corporation (any type) Limited Liability Company (LLC)

Partnership Limited Partnership Limited Liability Partnership (LLP)

Other (be specific): _____

Part II Check the appropriate box

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who owns a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity that is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner, or member owning a 10 percent or greater interest in any corresponding corporation, partnership, and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Hunterdon County ESC is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Hunterdon County ESC to notify the Hunterdon County ESC in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Hunterdon County ESC to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is the cause for the automatic rejection of the bid or proposal.

Americans with Disabilities Act of 1990
Equal Opportunity for Individuals with Disability

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities are all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to the said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with the full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

*Construction Contracts (including public works related purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods, or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- *2) Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration, and maintain them on file;
- 3) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor, or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling 609-292-9292.

**New Jersey Anti-Discrimination Provisions
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling, or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling, or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract, or other means of procurement of goods, services, equipment, or construction shall be awarded to a small business enterprise, minority business enterprise, or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

This Form Must Accompany Bid Submission
Exhibit D

Hunterdon County Educational Services Commission
Musical Instruments, Equipment, Supplies, Repair & Conditioning
#HCESC-Cat/Ser-21-14

Statement of Suspension or Debarment

State of New Jersey/ _____
Specify, other _____

County of _____

I, _____ of the (City, Town, Borough)

Of _____ State of _____ of full age,

Being duly sworn according to the law on my oath depose and say that:

I am _____ of the firm

Of _____ the bidder

Making the Proposal for the above-named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making of this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal Agency.

Name of Contractor: _____
Company Name

By: _____
Signature of Authorized Representative

Subscribed and sworn to before me

This _____ day of _____, 20____

(Seal) Notary Public of New Jersey/
Specify other State

My Commission expires _____ 20____

This Form Must Accompany Bid Submission
Exhibit E

Chapter 271
Political Contribution Disclosure Form
Ref. N.J.S.A. 52:34-25

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

The Business Entity may attach additional pages if needed.

No Reportable Contributions (Please check (✓) if applicable.)

I certify that _____ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

Hunterdon County Educational Services Commission
Musical Instruments-Equipment, Supplies, Repair & Conditioning #HCESC-Cat/Ser-21-14
Bid Proposal Form - Exhibit F

- I. That this bid is made without previous understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud.
- II. That no member of the Board nor any officer or employee or person whose salary is payable in whole or part from the Treasurer of said Board is directly or indirectly interested in this bid or in the supplies, materials, equipment, work, or services to which it is related or in any portion of the profits thereof.
- III. That said bidder has carefully examined and understands that the requirements and conditions to bidders, the instructions to bidders, the specifications, and the schedules prepared under the direction of the Board are a part of the bid proposal and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, service or labor for which this bid is made.
- IV. That the Stockholder Owner Certifications is completed for this bid. Said bidder complies with the requirements N.J.S.A. 10:5-31 and N.J.A.C. 17:27.
- V. The undersigned hereby acknowledges their authority to submit this proposal on behalf of the firm listed below and bind it to comply with these requirements, terms, and conditions if any contract is awarded through this Call for Bids process.
- VI. The undersigned hereby acknowledges that they will work with HCESC and its member districts to ensure satisfactory completion of any and all projects and deliverables.

The HCESC fee shall be incorporated into all prices bid in this submission.

Company Name: _____

Address: _____

Federal ID# or Social Security # _____

Signature of Authorized Agent: _____

Name (Print): _____ Date: _____

Title of Authorized Agent: _____ Email Address: _____

Phone #: _____ Fax #: _____

_____ WILLING to provide the item(s) herein bid upon to other agencies (members) in System 34HUNCCP-HCESC Cooperative Purchasing, without substitution or deviation from specifications, size, features, quality, price, or availability as herein set forth. It is understood that orders will be placed directly by the other participating agencies by separate contract, subject to the overall terms of the master contract to be awarded by HCESC that no additional service or delivery charges will be levied except as permitted by these specifications.

_____ NOT WILLING to extend prices to Other Agencies (members) as described. It is understood that this will not adversely affect consideration of this bid with respect to the needs of HCESC (Lead Agency). In keeping with HCESC's commitment to providing cooperative pricing contracts for its membership, refusal to extend pricing to the co-op may result in a dual award to include an alternate vendor willing to extend pricing for the duration.

This Form Must Accompany Bid Submission
Hunterdon County Educational Services Commission

Musical Instruments-Equipment, Supplies, Repair & Conditioning #HCESC-Cat/Ser-21-14
Bid Proposal Form - Exhibit F continued

All questions MUST be answered

The undersigned declares that he/she has read the Notice, Instructions, and Scope of Services attached, that he/she has determined the conditions affecting the bid and agrees, if this bid is accepted, to furnish and deliver services per the following:

Company Name: _____

Signature of Authorized Agent: _____

Responsible for reporting and fees: _____

Name

Title

Email Address

Phone #

Category A – Repair & Conditioning

1-Woodwind Instruments Labor Charge \$_____/hour, % Discount off parts: _____

2-Brass Instruments Labor Charge \$_____/hour, % Discount off parts: _____

3-Stringed Instruments Labor Charge \$_____/hour, % Discount off parts: _____

4-Percussion Instruments Labor Charge \$_____/hour, % Discount off parts: _____

5-Pianos Labor Charge \$_____/hour, % Discount off parts: _____

6-Electronic Equipment Labor Charge \$_____/hour, % Discount off parts: _____

If discounts differ per product category/brand, list the categories and applicable discounts on a separate sheet

HCESC Members are located throughout all twenty-one (21) counties in NJ. Indicate what counties you are

willing to service: _____

Category B – Instruments, Equipment & Supplies

Catalog Price(s) Less Discount of _____ Percent* – Discounts Shall Remain Firm for 24 Months

If discounts differ per product category/brand, list the categories and applicable discounts on a separate sheet

This Form Must Accompany Bid Submission
Hunterdon County Educational Services Commission
Musical Instruments – Equipment, Supplies, Repair & Conditioning #HCEC-Cat/Ser-21-14
Bid Proposal Form - Exhibit F continued

All questions Must be answered

Can Bidder provide all the instruments included in the line of products he or she is bidding?
Yes _____ No _____

Can Bidder provide a broad-based line of musical instruments, music equipment, and musical supplies? Yes _____ No _____

If yes, can these items be found in a commercially available catalog?
Yes: _____ No: _____

If bidding on Part A-Service & Conditioning, will this be performed by on-staff personnel?
Yes: _____ No: _____

Prompt Payment Discount (Optional): If yes, outline terms: _____

Outline your return policy: _____

Do you charge a restocking fee? _____

What is the turnaround time for Repair/Conditioning? _____

For Bidders offering Repair & Conditioning Service, indicate how many years in business as well as the number of qualified/credentialed technician specialists presently on staff. _____

Are any employees a member of the NAPBIRT (National Association of professional Band Instrument Repair Technicians)? _____

Does your company offer Preventative Maintenance Contracts? Yes _____ NO _____

If yes, outline the specifics as well as the cost. In addition, if contracts vary by equipment or time frame, detail the differences:

This Form Must Accompany Bid Submission
Hunterdon County Educational Services Commission
Musical Instruments – Equipment, Supplies, Repair & Conditioning #HCESC-Cat/Ser-21-14
Proposal Sheet continued
Exhibit F

Indicate the appointed Customer Service Representative for issues pertaining to all orders place through this cooperative bid:

Name: _____ Position: _____

Email Address: _____ Phone Number: _____

Certificate of Experience

If offering Repair & Conditioning Service, demonstrate through written documentation its ability to perform those services offered herein by providing prior experience from the past one (1) year.

Name of Owner	Contract Amount	Type of Instruments

What process does your firm use to ensure that your technicians stay current and up-to-date in their field of expertise?

List the manufacturers on which you are authorized to provide repair/conditioning work:

Provide a list of the physical location(s) where services are offered, the staff member(s) providing those services.

This Form Must Accompany Bid Submission
Exhibit G
ACCEPTANCE OF BID AND CONTRACT AWARD
(to be completed by Bidder)

In compliance with the Request for Proposals, the undersigned warrants that I/we have examined the Requirements and Conditions and, being familiar with all the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, and specifications and amendments in the Request for Proposals. The signature also certifies understanding and compliance with the certification requirements of the HCESC's Terms and Conditions and any special Terms and Conditions if applicable. The undersigned understands that his/her competence and responsibility and that of any proposed subcontractors, time of completion, as well as other factors of interest to the HCESC as stated in the evaluation sections will be a consideration in making the award.

Company Name: _____

Company Address: _____ City: _____ State: _____ Zip Code: _____

Authorized Person (print): _____ Title: _____

Authorized Signature (blue ink preferred): _____

Acceptance of Bid and Contract Award to be completed only by HCESC

Your bid is hereby accepted. As a contractor, you are now bound to sell the materials and services listed by the attached bid based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Request for Proposal. As a contractor, you are hereby cautioned not to commence any billable work or provide any material or service under this contract until the contractor receives an executed purchase order from a Co-op member. The parties intend this contract to constitute the final and complete agreement between the HCESC and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement shall commence on the award and continue for two years unless terminated, canceled, or extended.

Awarding Agency: Hunterdon County Educational Services Commission

Authorized Signature: _____
Heidi Gara, SBA/BS

Awarded this _____ day of _____, 2021

Contract Number: **#HCESC-Cat/Ser-21-14 Musical Instruments, Equipment, Supplies, Repair & Conditioning**

Hunterdon County Educational Services Commission

Musical Instruments, Equipment, Supplies, Repair & Conditioning #HCEC-Cat/Ser-21-14

Bidder's Comment Form

This form is for Bidder's use in offering voluntary alternates, or other comments intended to afford the Commission information or opportunities to improve the quality of **future or similar** projects. It may NOT be used to take exception to specific conditions, of the project defined in the contract documents that the Respondent does not like. The bid provided must be based upon the plans and specs, and all contract conditions, as stated.

If these documents or conditions contain some untenable item, or extremely expensive provision, for example, to which the Bidder wishes to raise an objection, this must be done in writing at least three (3) days prior to the bid opening date as required by the specification. Responses will be circulated to all Bidders of Record. Inquiries raised too close to the bid opening date will not be answered.

Name of Company: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Hunterdon County Educational Services Commission
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number:

Bidder/Offendor:

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate, and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ATTACH ADDITIONAL PAGE.

Name _____ Relationship to Bidder/Offendor _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offendor Contact Name _____ Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the HCESC is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the HCESC to notify the HCESC in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the HCESC to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____