



23-08 Addendum 4
WASHINGTON MUSIC SALES CENTER, INC.
Supplier Response

Event Information

Number: 23-08 Addendum 4
Title: Performing Arts Apparel, Instruments, Equipment and Related Services
Type: Request for Proposal
Issue Date: 11/8/2023
Deadline: 1/18/2024 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system:
region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Tuesday, November 28, 2023 at 1:00 pm
via ZOOM. Click [here](#) to join.

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092

WASHINGTON MUSIC SALES CENTER, INC. Information

Contact: Melody O'Neil
Address: 11151 Veirs Mill Rd
Wheaton, MD 20902
Phone: (301) 946-8808
Email: bids@chucklelevins.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Melody O'Neil

Signature

Submitted at 1/17/2024 10:47:44 AM (CT)

melodyo@chucklelevins.com

Email

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

Offer Contract Sig Form.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Appendix B - Terms & Conditions Acceptance Form

Terms & Conditions.pdf

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Acknowledgement & Accpetance.pdf

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

Antitrust Certification Statements

Antitrust Cert.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

Certificate of Interested Parties (Form 1295)

1295 Region 4.pdf

Must complete the form online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Texas Government Code 2270 Verification Form

2270 Region 4.pdf

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

Submit FEIN and Dunn & Bradstreet report.

FIEN and Dunn Bradstreet Report.pdf

Upload FEIN and Dunn & Brandstreet report here.

Diversity Program Certifications

No response

If there are any diversity programs, provide a copy of their certification.

Minority Women Business Enterprise Certification

No response

Please upload Minority Women Business Enterprise Certification if applicable.

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification

No response

Please upload Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification if applicable.

Historically Underutilized Business (HUB) Certification

No response

Please upload Historically Underutilized Business (HUB) Certification if applicable.

Historically Underutilized Business Zone Enterprise (HUBZone)

No response

Please upload Historically Underutilized Business Zone Enterprise (HUBZone) if applicable.

Other recognized diversity certificate holder

No response

Please upload other recognized diversity certificate holder if applicable.

Products and Pricing

2024 Region 4 Omnia Partners RFP 23-08 WMC Price List.xls

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Value Add

WMC RFP 23-08 Added Value Services.doc

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

Additional Agreements Offeror will require Participating Agencies to sign.

No response

Upload any additional agreements offeror will require Participating Agencies here.

OMNIA Partners - Exhibit A Response for National Cooperative Contract

WMC RFP 23-08 Exhibit A Detailed Response.docx

Please complete the OMNIA Partners - Exhibit A Response for National Cooperative Contract located on the Attachments tab and upload the completed documents here.

OMNIA Partners - Exhibit B Administration Agreement

WMC RFP 23-08 Exhibit B OMNIA Admin Agreement.doc

Please complete the OMNIA Partners - Exhibit B Administration Agreement, located on the Attachments tab, and upload the completed documents here.

OMNIA Partners - Exhibit F Federal Funds Certifications

Omnia F.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications, located on the Attachments tab, and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance

NJ Business Compliance.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

Response Attachments

WMC Authorized Dealer List.pdf

List of Authorized dealers and manufacturers for Washington Music Center

Bid Attributes

1	<p>Oral Communication</p> <p>Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.</p> <p><input checked="" type="checkbox"/> I have read and agree.</p>
2	<p>Scope of Work</p> <p>Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below.</p> <p><input checked="" type="checkbox"/> I have read and agree.</p>

3 Terms and Conditions
Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below.
 I have read and agree.

4 Products/Pricing - Upload on Response Attachments Tab
Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable)

- Manufacturer Part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

5 Is pricing available for all products and services?
 Yes
 No

6 Equipment Offerings
Indicate any equipment offerings: New, Used, Parts, Accessories, Service and Repair, Trade-Ins, Leasing/Financing and providing pricing structure for each of these applicable items.
New Product only

7 Include any fees such as installation, delivery options, setup/cleaning, design/layout, special orders, etc.
Dock side delivery included. Inside freight truck delivery available for an additional fee. Installation, set-up, cleaning not included

8 Minimum Quantities
Describe any minimums quantities or fees.
no minimum order requirement

9 Shipping Costs
Describe any shipping charges, mileage, or fees.
Orders over \$ 250.00 qualify for free freight. Orders under \$250 will be invoiced actual freight costs.

10 Warranty Pricing
Provide pricing for warranties on all products and services.
All products come with Standard Manufacturer Warranty

1 1	<p>Additional Discounts or Rebates</p> <p>Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.</p> <p>Please email quote requests to bids@chucklevins.com. We will include any additional manufacturer discounts or rebates.</p>
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1 2	<p>Special Offers/Promotions</p> <p>In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.</p> <p>Please email quote requests to bids@chucklevins.com. We will include any additional manufacturer discounts or rebates.</p>
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1 3	<p>Verification of Contract Pricing</p> <p>Describe how customers verify they are receiving Contract pricing.</p> <p>Omnia customers will enjoy easy access to our pricing catalog posted on the Omnia website for price verification. Additionally, each quote generated for Omnia/Region 4 members will prominently feature the contract number for clear identification and seamless transaction processing.</p>
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1 4	<p>Payment Methods</p> <p>Describe payment methods offered. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? Also state the Convenience Fee, if allowable, per the Visa Operating Regulations.</p> <p>Washington Music Center accepts bank issued checks in organizations name, EFT's, and ACH. Credit Card and P-Card payments allowed with 3% convenience fee.</p>
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1 5	<p>Frequency of Pricing Updates</p> <p>Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.</p> <p>Pricing updates will happen at least once yearly.</p>
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1 6	<p>Future Product Introductions</p> <p>Describe how future product introductions will be priced and align with Contract pricing proposed.</p> <p>They will be included in our Excel Catalog supplied for Omnia/Region 4.</p>
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1 7	<p>Federal Funding Pricing</p> <p>Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may use, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.</p> <p><input checked="" type="checkbox"/> Agree <input type="checkbox"/> Disagree</p>
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1 8	Appendix D, Exhibit A, OMNIA Partners Response for National Contract Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
1 9	Appendix D, Exhibit B, OMNIA Partners Administration Agreement The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
2 0	Appendix D, Exhibits F and G Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
2 1	Ordering Methods Describe ordering methods, tracking, and reporting. E-mail purchase orders to orders@chucklevins.com. Tracking and reporting issues are handle by our accounts receivable manager Brenda Clark (brendac@chucklevins.com (301) 929-2495)
2 2	Emergency Orders Describe how Offeror responds to emergency orders. Emergency orders receive immediate attention and are promptly processed. Expedited shipping charges for special delivery are applicable to these orders.
2 3	<i>Attribute deleted as part of an Addendum</i>
2 4	<i>Attribute deleted as part of an Addendum</i>
2 5	<i>Attribute deleted as part of an Addendum</i>
2 6	<i>Attribute deleted as part of an Addendum</i>
2 7	<i>Attribute deleted as part of an Addendum</i>
2 8	<i>Attribute deleted as part of an Addendum</i>
2 9	<i>Attribute deleted as part of an Addendum</i>
3 0	<i>Attribute deleted as part of an Addendum</i>
3 1	<i>Attribute deleted as part of an Addendum</i>
3 2	Describe Offeror's return and restocking policy. In cases where the buyer needs to return items due to their error (e.g., ordering the incorrect item), or lack of need, a 20% restocking fee is applied, along with applicable freight charges. These terms align with industry-standard manufacturer guidelines, ensuring fair and consistent policies for return situations initiated by the buyer.

3 3	<p>Describe Offeror's ability to meet service and warranty needs.</p> <p>Once contacted about any service or warranty needs, our administrator will work on resolving the issue within 48 hours and provide updates to the customer.</p>
3 4	<p>Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.</p> <p>Our Customer Service Administrator is Debi Haley, reachable at 301-929-2982 or debih@chucklelevins.com, available from 9-5, Monday through Friday. When a service issue arises, Debi analyzes the problem, determining if it's in-house, manufacturer-related, or buyer-specific. Once identified, she informs the relevant sales team member overseeing the buyer, who contacts the buyer to discuss available options. Debi communicates directly with manufacturers to rectify issues. In her absence, this process is initiated by the department manager, Melody O'Neil. This ensures a seamless resolution process for our customers, maintaining our commitment to excellent service.</p>
3 5	<p>Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.</p> <p>Payment terms are Net 30. Washington Music Center accepts bank issued checks in organizations name, EFT's, and ACH. Credit Card and P-Card payments allowed with 3% convenience fee.</p>
3 6	<p>Transition Plan</p> <p>Describe Offeror's contract methodology/implementation/customer transition plan.</p> <ul style="list-style-type: none"> i. Retention and Workflow Schedules. ii. Roles and responsibilities of provider and participating public agency. iii. Levels of security for confidential documents. iv. Where are backup systems located. <p>I- Records are securely stored for 7 years, followed by shredding through a bonded company overseen by our management. After winning a contract, our marketing manager and bidding staff promptly inform current OMNIA customers about the new contract, providing the updated contract number. II- Department managers Melody O'Neil and Sean Robinson will be in regular contact with OMNIA reps to make sure we are reaching the school districts that will utilize our services. III - Our offices, distinct from the consumer retail store, are securely locked 24/7 with limited access. All our computers are equipped with 2-factor authorization, enhancing the overall security measures in place. IV- Our paper backups are stored in a climate-controlled, secure storage facility. For digital data, our computer backups are stored on redundant cloud-based storage facilities, ensuring both physical and digital information is securely preserved.</p>
3 7	<p><i>Attribute deleted as part of an Addendum</i></p>
3 8	<p><i>Attribute deleted as part of an Addendum</i></p>
3 9	<p><i>Attribute deleted as part of an Addendum</i></p>
4 0	<p><i>Attribute deleted as part of an Addendum</i></p>
4 1	<p>Describe the financial condition of Offeror.</p> <p>Our debt or late records of payment are zero. Washington Music Center practices keeping up great financial standings.</p>
4 2	<p>Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.</p> <p>www.chucklelevins.com, our e-commerce page provides valuable product information, competitive pricing and the ability to purchase goods. Warranty and return information is supplied.</p>

4 3	<p>Describe the Offeror's safety record.</p> <p>In the last 24 months, we have had no workplace injuries to staff or customer. We are fully insured.</p>
4 4	<p>Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?</p> <p>Green Initiative: Washington Music Center is committed to sustainability. Our approved recycling program with Montgomery County, Maryland ensures responsible disposal of cardboard through Waste Management, Inc. We separate and recycle printer paper, bottles, and cans. Obsolete electronics are recycled with Turtle Wings (www.turtlewings.com). Customer merchandise is shipped in reused cardboard boxes, sourced from manufacturer shipments. Annual shredding of old paper records contributes to recycling efforts, reflecting our dedication to environmental responsibility.</p>
4 5	<p>Describe any social diversity initiatives.</p> <p>Washington Music Center proudly champions musical and social diversity, going beyond employment to actively support diverse musical communities locally and nationally. Our commitment is evident in the active participation of women in crucial roles across the organization, from ownership and accounting to contract sales and inventory management. We value and recognize their significant contributions to our success. Additionally, we are dedicated to creating an inclusive environment for individuals of various religious backgrounds, ethnicities, and gender-neutral identities. Embracing diverse perspectives fosters innovation and creativity, and we actively cultivate a workplace culture that celebrates differences.</p>
4 6	<p><i>Attribute deleted as part of an Addendum</i></p>
4 7	<p><i>Attribute deleted as part of an Addendum</i></p>
4 8	<p>Provide a brief history of the Offeror, including year it was established and corporate office location.</p> <p>Chuck Levin's Washington Music Center, founded in 1958 by Chuck and Marge Levin, started in the Northeast quadrant of Washington D.C. The original location, near where The Beatles performed their first U.S. concert, was tragically destroyed during the 1968 riots following Dr. Martin Luther King Jr.'s assassination, suffering a total loss. Because of their high standings within the musical instrument industry, Chuck and Marge were able to quickly relocate to their current location in Wheaton, Maryland, strategically positioned to serve the DC/Metropolitan area. All business operations, from administration to e-commerce and school and government departments, are centralized in two adjacent structures. A family-owned business, the Levin family, spanning generations from the late Chuck and Marge Levin to their children Alan, Abbe, and the late Robert, as well as grandchildren Adam and Samantha, continues to play an active role in daily operations, ensuring a Levin family member is present</p>
4 9	<p>Describe Offeror's reputation in the marketplace.</p> <p>Washington Music Center's triumph lies in our Levin extended family, a seasoned sales team with decades of musical expertise. Their commitment makes us the premier single-owned music retail shop, offering enriched experiences for over 40 years. Our hands-on approach prioritizes personalized in-store exploration, ensuring satisfaction over sales. Online customers benefit from guaranteed contentment and competitive prices. With "Everything In Music" as our motto, we own our extensive inventory, avoiding consignments. Knowledgeable department managers curate instruments from beginner to virtuoso levels, accommodating diverse needs, including serious collectors. Customer feedback shapes our inventory, underscoring our dedication to a customer-centric approach.</p>
5 0	<p>Describe Offeror's reputation of products and services in the marketplace.</p> <p>When you contact us, you connect directly with genuine salespeople, the same experts you'd find in our store, not telemarketers or order takers. Our sales team is well-versed in the latest musical gear, providing valuable assistance as consumers navigate the vast array of available equipment. Attending prominent events like NAMM, CES, PASIC, National Saxophone Symposium, DJ Expo, and The International Trumpet Guild keeps our staff abreast of industry trends and the most sought-after gear. This commitment ensures our customers receive informed guidance that help them make informed decisions in their musical equipment purchases.</p>

5 1	<p>Describe the experience and qualifications of key employees.</p> <p>Our School and Government Department, led by company President Alan Levin and managed by Melody O'Neil, a seasoned professional with over 15 years at Washington Music Center boasts an extensive knowledge in band and orchestral instruments, instrument repair, and strong business acumen. Melody oversees a team of experienced salespeople, including John "J.J." Przygocki, Mandy Fried, and Trey Smith, collectively bringing over 50 years of music retail administration experience. Debi Haley handles administration and customer service, contributing to our dedicated staff ready to assist schools, universities, military branches, and government agencies.</p>
5 2	<p>Describe Offeror's experience working with the government sector.</p> <p>With over 50 years of experience, Washington Music Center takes pride in providing sales and service to all branches of the U.S. Military and numerous government agencies. Our longstanding commitment reflects our dedication to meeting the unique needs of these valued customers with quality products and reliable service.</p>
5 3	<p>Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors</p> <p>None</p>
5 4	<p>Value Add</p> <p>Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.</p> <p>Our staff undergoes regular training sessions, both in-house and through online webinars, conducted by manufacturers. This training ensures they stay informed on new and updated product information. This knowledge is then passed on to the consumer, reflecting our commitment to providing customers with the latest insights and expertise.</p>
5 5	<p>Detail Supplier's strategies under these options when responding to a solicitation.</p>
5 6	<p>Supplier Response</p> <p>Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.</p>
5 7	<p>Brief history and description of Supplier to include experience providing similar products and services.</p> <p>Established in 1958, Washington Music Center, since December 1, 1960, operates diverse Music Sales Departments in Band and Orchestra Instrument Sales, Guitar Sales, Keyboard Sales, Percussion Sales, Software Sales, Pro-Sound Sales and all accessories. As a comprehensive music store, we provide an extensive range beyond standard inventories, accessing over 700 vendors and supplying customers globally with 200,000+ products. With a seasoned staff, our expertise spans musical instruments, equipment, sheet music, and sound equipment. We offer our team's knowledge to cooperative members, aiding in product selection and sourcing, and specialize in designing sound systems for various venues. Our commitment to being "Everything in Music" is reflected in our diverse offerings and unwavering dedication to providing top-notch products and services to customers worldwide. We have been a partner with Region 4 since 2009, and have extended our partnership with other National Co-op vendors such as BuyBoard, PACE, Educational Data Services Inc., and many more.</p>
5 8	<p>Total number and location of salespersons employed by Supplier.</p> <p>Our school and government sectors have a sales team comprising three members in Maryland and one member in Texas. Across the entire company, we have a sales team exceeding 40 members, and our in-house staff totals nearly 100.</p>
5 9	<p>Number and location of support centers (if applicable) and location of corporate office.</p> <p>1</p>

6 0	Annual sales for the three previous fiscal years. \$55167000.
6 1	Annual sales for the three previous fiscal years. \$51,495,000
6 2	Annual sales for the three previous fiscal years. \$27877000.00
6 3	Describe any green or environmental initiatives or policies. Washington Music Center is committed to environmental sustainability through our approved recycling program in collaboration with Montgomery County, Maryland. We employ a comprehensive approach to waste management: Cardboard Recycling: We separate, compact, and recycle all unused cardboard in partnership with Waste Management, Inc. Printer Paper, Bottles, and Cans: Printer paper, bottles, and cans are systematically separated and recycled to reduce our environmental footprint. Electronics Recycling: We responsibly handle obsolete and unrepairable computers, printers, and computer monitors by partnering with Turtle Wings (www.turtlewings.com) for their proper recycling. Reuse of Cardboard Boxes: In our shipping processes, we contribute to sustainability by utilizing reused cardboard boxes. These boxes are sourced from empty containers that originally housed manufacturer merchandise received at our store. Paper Record Shredding and Recycling: As part of our commitment to data security and eco-friendly practices, all old paper records are securely shredded on an annual basis. The shredded material is then sent for recycling. By embracing these recycling initiatives, Washington Music Center strives to minimize its environmental impact and promote responsible waste management practices within our community and beyond.
6 4	Diversity Programs Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications. All partners are welcome to use OMNIA / Region 4 pricing from our catalog.
6 5	Minority Women Business Enterprise <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6 6	If yes, list certifying agency: No response
6 7	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6 8	If yes, list certifying agency: No response
6 9	Historically Underutilized Business (HUB) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

7 0	If yes, list certifying agency: <input type="text" value="No response"/>
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7 1	Historically Underutilized Business Zone Enterprise (HUBZone) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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7 2	If yes, list certifying agency: <input type="text" value="No response"/>
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7 3	Other recognized diversity certificate holder <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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7 4	If yes, list certifying agency: <input type="text" value="No response"/>
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7 5	Contractor Relationships List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency. <input type="text" value="None"/>
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7 6	Describe how supplier differentiates itself from its competitors. <p>Number one is the sales staff, The Levin extended family. With decades of experience, knowledge, and personality, they are what have given Washington Music Center the reputation for being the best single-owned music retail shop in the industry. We currently have several employees, who have been with us for over 40 years. Most are or have been working musicians. We are a hands-on store. We encourage our in-store customers to pick up and try an instrument. We don't sell you what we want, we help you find the best fit for you. And for our growing online customers, we guarantee they will be satisfied with their purchase. And all of our prices are competitive.</p> <p>Number two is our inventory. Our slogan has always been "Everything In Music". If we don't have it for you, we will get it. Washington Music Center owns everything they order. There are no consignment deals. Our knowledgeable sales managers in each department (guitars, drums, keyboards, professional sound and lighting, band and orchestral) are trusted with buying and stocking an inventory that is right for our customers. And our customers are who we hear from the most. We buy and stock instruments from beginner level, to virtuoso, to the serious collector. Our School and Government Department is headed by company President Alan Levin, and managed by Melody O'Neil who has been with Washington Music Center for over 15 years and comes from her own music retail family in Southern Maryland. With her knowledge of all band and orchestral instruments, and instrument repair as well as a solid business mind, Melody is an integral part of this department. She employs 3 salespeople, John, "J.J." Przygocki, Mandy Freid, and Trey Smith who have, combined, over 50 years of experience in the music retail administration industry. With the addition of Debi Haley handling administration and customer service, we house an incredible staff ready to help schools and universities as well as all of our military branches and government agencies. When you contact us you are directed to real-world salespeople, the same ones you would talk to if you were in the store, not telemarketing operators or order takers. All of our salespeople have experience with all of the latest gear. There is more musical equipment available now than ever before, and consumers often need help in making the right decision in their purchases. Our sales staff members frequently attend music and technology retail events such as NAMM, and CES and participate in special showcases such as PASIC, National Saxophone Symposium, DJ Expo, and The International Trumpet Guild. These events and more provide our staff with the most up-to-date knowledge of some of the most wanted gear in the industry.</p>
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7 7	<p>Litigation, Bankruptcy or reorganization</p> <p>Describe any present or past litigation, bankruptcy or reorganization involving supplier.</p> <p>None</p>
7 8	<p>Felony Conviction Notice</p> <p>Indicate if the supplier:</p> <ul style="list-style-type: none"> • is a publicly held corporation and this reporting requirement is not applicable; • is not owned or operated by anyone who has been convicted of a felony; or • is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions. <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>
7 9	<p>Debarment or suspension actions</p> <p>Describe any debarment or suspension actions taken against supplier.</p> <p>None</p>
8 0	<p>Distribution, Logistics</p> <p>Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.</p> <p>Chuck Levin's Washington Music Center proudly offers a well-balanced and extensive array of products and services. Our diverse inventory spans traditional instruments like guitars, keyboards, band and orchestra instruments, percussion, and pro-sound equipment, catering to all skill levels. Going beyond standard offerings, we provide access to digital grand pianos, all styles of harps including Celtic, lever, and pedal, and a wide variety of world music instruments. With over 50 years of expertise, we serve U.S. Military branches and government agencies. Our knowledgeable staff, trained by manufacturers, ensures expert assistance. Committed to sustainability, we implement recycling programs and eco-friendly shipping practices, showcasing a balanced approach to meeting customer needs while prioritizing environmental responsibility.</p>
8 1	<p>Distribution</p> <p>Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.</p> <p>At Washington Music Center, we streamline the shipping process by arranging drop shipments directly from the manufacturer to the buyer. To ensure efficient and reliable delivery, we leverage the services of major delivery companies such as UPS, USPS, and FedEx for the majority of shipments. In cases where items are oversized or bulk shipments, a trucking company may be engaged for transportation. It's important to note that the choice of the shipping method in a drop shipment scenario is ultimately determined by the manufacturer. They decide the most appropriate and effective means of transportation for the specific products being shipped. Regardless of the origin, all shipments originating from Washington Music Center adhere to the same high standards and utilize reliable methods to guarantee a consistent and satisfactory delivery experience for our valued customers.</p>
8 2	<p>Distribution</p> <p>Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.</p> <p>Our marketing department and sales team will proactively reach out to all participating agencies. Each agency will receive their designated salesperson's information, the OMNIA Contract number, and clear instructions on how to request quotes. To ensure accuracy, our sales staff will diligently verify that all pricing aligns with the approved contract pricing while providing quotes. This meticulous approach guarantees a streamlined and transparent process for our valued customers.</p>

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Logistics

Identify all other companies that will be involved in processing, handling or shipping the products/services to the end user.

At Washington Music Center, we streamline the shipping process by arranging drop shipments directly from the manufacturer to the buyer. To ensure efficient and reliable delivery, we leverage the services of major delivery companies such as UPS, USPS, and FedEx for the majority of shipments. In cases where items are oversized or bulk shipments, a trucking company may be engaged for transportation. It's important to note that the choice of the shipping method in a drop shipment scenario is ultimately determined by the manufacturer. They decide the most appropriate and effective means of transportation for the specific products being shipped. Regardless of the origin, all shipments originating from Washington Music Center adhere to the same high standards and utilize reliable methods to guarantee a consistent and satisfactory delivery experience for our valued customers.

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Logistics

Provide the number, size and location of Supplier's distribution facilities, warehouses and retail networks as applicable.

97 employees at 1 Store Located in Wheaton, MD. All warehouses located at store location with 24/7 security.

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Marketing and Sales

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
- Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days.

In the initial ten days, the department heads will conduct a review of award documents from OMNIA and Region 4. Subsequently, a meeting with our sales staff will be convened to disseminate the new contract data. We will then initiate contact with our existing customers, utilizing the OMNIA contract, and strategically market Washington Music Center to potential clients through OMNIA Connect. This structured approach ensures a swift and effective implementation of the new contract and maximizes outreach efforts within 3 months.

90-day Plan

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

Embarking on an expanded future as an Omnia Partner, Washington Music Center is in the process of developing a dedicated website tailored specifically for School and Government Agencies. This platform aims not only to serve existing customers but also to act as a gateway for new agencies seeking an approved vendor. The website will feature a dedicated Omnia Partners homepage, offering a wealth of information, including product summaries, pricing details, and an online registration page for Omnia. In parallel, Washington Music Center is crafting an advertising campaign targeting prominent music education magazines and forums such as NAFME and SBO Magazine. These strategic ads will reach educators nationwide, connecting them with vendors like Washington Music Center which have established partnerships with organizations like Omnia. Anticipating a quarterly growth trajectory, this initiative is poised to bring about shared success with Omnia and the acquisition of new customers.

Transition

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Washington Music Center is committed to actively promoting the utilization of the OMNIA contract to all our customers, emphasizing the advantages of an RFP that has undergone thorough vetting and is nationally accessible. Currently holding cooperative contracts with various entities, including Buyboard, PACE, Florida Buy, Wayne Resa, Hunterdon, Eastern Suffolk Boces, Lancaster-Lebanon Int Unit 13, Goodbuy, TIPS, and HCDE, OMNIA stands out as one of the premier nationally recognized cooperatives. As such, it is the top preference for our sales staff, ensuring customers benefit from a well-established and reputable procurement solution.

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Logo

Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

- Yes
- No

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Sales

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

- Yes
- No

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Training

Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

- Yes
- No

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Responsibility

Provide the name, title, email and phone number for the person(s), who will be responsible for:

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

1 . Executive Support Melody O'Neil melodyo@chucklelevins.com 301-929-2980 2. Marketing Sean Robinson seanr@chucklelevins.com 301-929-2985 . 3 Sales John Przygocki johnp@chucklelevins.com 301-946-8808 Ext 527 Mandy Fried Mandyf@chucklelevins.com 301-946-8808 ext 553 Trey Smith trey.smith@chucklelevins.com 301-929-2473 4: Sales Support Debi Haley debih@chucklelevins.com 301-929-2982 5: Financial Reporting Brenda Clark brendac@chucklelevins.com 301-929-2495 6: Accounts Payable Annittia Persaud annittiap@chucklelevins.com 301-929-2470 7: Contracts Melody O'Neil melodyo@chucklelevins.com 301-929-2980

9.2 Sales Force
Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

The Washington Music Center School and Government Department is headed by company President Alan Levin (alan@chucklevins.com 301-962-0760) followed by CFO David Fox. Under Mr. Fox, our A/R and A/P managers. Under Mr. Levin, our sales team is managed by Melody O'Neil who oversees 3 salespeople for the country, one customer service administrator, and a project manager in charge of marketing and research.

9.3 Implementation
Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Our school and government department sales team, along with our project manager, will collaborate closely with OMNIA representatives to devise effective strategies for marketing Washington Music Center to OMNIA members. Our proactive approach involves reaching out to ensure our approval as a vendor on their platform, allowing us to showcase and provide our goods and services. Additionally, we are committed to promoting the OMNIA platform to potential buyers who may currently exhibit little to no activity. By leveraging our expertise and forging strong partnerships, we aim to maximize the visibility and accessibility of Washington Music Center within the OMNIA community.

9.4 Program Management
Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Our Special Projects Manager (SPM) will play a pivotal role in overseeing the entire process of solicitation services, diligently managing specific calendar events such as submissions and membership renewals. The SPM will collaborate closely with each member of the sales department, ensuring a comprehensive approach to reaching out to prospective buyers. To establish meaningful connections, the SPM will work with individual sales team members, each assigned to a specific geographical area. The goal is to personally oversee and cultivate relationships with the appropriate department heads of potential buyers. This targeted and hands-on approach ensures that our engagement with prospective clients is both effective and tailored to their unique needs.

9.5 Supplier's Customer List
State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Austin Independent School District 2023 Invoice Total \$ 1,035,385.15 César De León, M.Ed. Duval County Public Schools 2023 Invoice Total \$ 3,012,756.22 Jennifer Heneghan Prince George's County Public Schools 2023 Invoice Total \$ 2,766,196.33 Paul Hatton Fairfax County Public Schools 2023 Invoice Total \$ 1,364,473.91 Katrina Chaney Katy Independent School District 2023 Invoice Total \$ 733,395.15 G. Damon Archer Howard County Public Schools 2023 Invoice Total \$ 619,546.47 Amy Higgins Virginia Beach Public Schools 2023 Invoice Total \$ 405,975.76 Meredith Brookman Hillsborough County School District 2023 Invoice Total \$ 405,679.20 Joe Sever Virginia State University 2023 Invoice Total \$ 345,591.65 Taylor Whitehead Jefferson County Public Schools 2023 Invoice Total \$ 250,807.57 Donna Cockerill

9.6 System Capabilities and Limitations
Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Washington Music Center employs a robust business class solutions software that streamlines all internal processes. From sales prospecting to order entry, fulfillment, and invoicing, our comprehensive system ensures seamless and efficient transactions across the board. This integrated approach enhances the overall operational efficiency, contributing to flawless and customer-centric business processes.

9
7

Projected Sales Year One

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

\$500000.00

9
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Projected Sales Year Two

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

\$550000.00

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Projected Sales Year Three

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

\$600000.00

1
0
0

Not-to-exceed Pricing

Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Maste Agreement as the alternate or additional proposal.

Yes

No

1
0
1

Equipment Offerings

New, Used, Parts, Accessories, Service and Repair, Trade-Ins, Leasing/Financing and provide pricing structure for each of these items.

New Items and accessories priced per attached catalog price list.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name _____

Address Washington Music Sales Center, Inc.
11151 Veirs Mill Road

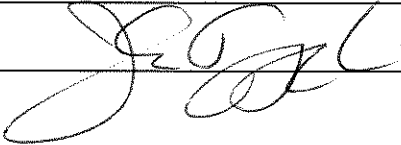
City/State/Zip Wheaton, MD 20902
301-946-8808

Telephone No. 301-946-0487 fax
bids@chucklevins.com

Email Address John Przygocki

Printed Name _____

Title broker

Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

Date

10/7/03

Authorized Signature & Title

 Becker

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company
Washington Music Sales Center, Inc.
11151 Veirs Mill Road
Wheaton, MD 20902
301-946-8808
301-946-0487 fax
bids@chucklevins.com

Address *John Przygocki*

Contact




Signature
John Przygocki

Printed Name
Beidler

Position with Company

**Official
Authorizing
Proposal**



Signature
Meloy D. NGIL

Printed Name
GM

Position with Company

Phone _____

Fax _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 WASHINGTON MUSIC SALES CENTER, INC.
 Wheaton, MD United States

Certificate Number:
 2024-1108699

Date Filed:
 01/04/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Region 4 ESC

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 23-08
 Performing Arts Apparel, Instruments, Equipment and Related Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

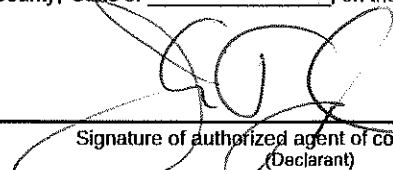
6 UNSWORN DECLARATION

My name is John Pzykoczek, and my date of birth is 12/20/64

My address is 11157 VEDAS MOLE RD, WHEATON, MD, 20902, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Montgomery County, State of MARYLAND, on the 9th day of JAN, 2024.
(month) (year)


 Signature of authorized agent of contracting business entity (Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, John Provoost, as an authorized representative of

Washington Music Sales Center, Inc., a contractor engaged by

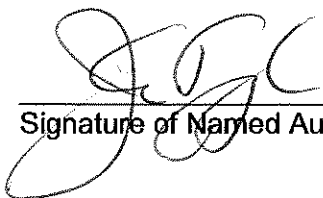
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.


Signature of Named Authorized Company Representative

12/7/23
Date



Department of the Treasury
Internal Revenue Service
CINCINNATI, OH 45999

In reply refer to: 0244692252
Aug 16, 2019 LTR 147C
53-0259612

WASHINGTON MUSIC SALES CENTER INC
11151 VEIRS MILL RD
WHEATON MD 20902-2533 518

Taxpayer Identification Number: 53-0259612

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of August 16th, 2019.

Your Employer Identification Number (EIN) is 53-0259612. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Change Name on the Settings Tab
1003658128
Customer Service Representative



INTERNAL REVENUE SERVICE



FAX TRANSMISSION
Cover Sheet

Date: August 16, 2019

To: _____

Address/Organization: _____

Fax Number: (301) 946-0487 Office Number: _____

From: Zewge Ezana

Address/Organization: Internal Revenue Service

Fax Number: _____ Office Number: _____

Number of pages: *Including cover page*

Subject:

This communication is intended for the sole use of the individual to whom it is addressed and may contain confidential information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited by the provisions of the Internal Revenue code. If you have received this communication in error, please contact the sender immediately by telephone. Thank you.

LIVE REPORT

**WASHINGTON MUSIC SALES CENTER
INC**

TradeStyle(s): WASHINGTON MUSIC CENTER

ACTIVE HEADQUARTERS

D-U-N-S Number: 02-429-1544
Phone: +1 301 946 2300

Address: 11151 Veirs Mill Rd, Wheaton, MD, 20902,
United States Of America
Web: www.chucklevins.com
Endorsement: bretts@wpsworld.com

Summary

Currency: USD

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name		Current Status	Details
PAYDEX®	↓	79	2 Days Beyond Terms
Delinquency Score Class	↓	2	Low to Moderate Risk of severe payment delinquency
Failure Score Class	↑	1	Low Risk of severe financial stress.
Credit Limit - D&B Conservative		UNAVAILABLE	
D&B Rating		1R2	10 employees and over, Low Risk

D&B PAYDEX - 3 MONTHS ⓘ



COMPANY PROFILE ⓘ

D-U-N-S 02-429-1544	Mailing Address UNITED STATES	Employees 272 (97 here)
Legal Form Corporation (US)	Telephone +1 301 946 2300	Age (Year Started) 67 Years (1957)
History Record Clear	Website www.chucklevins.com	Named Principal David Fox, CEO-V PRES
Date Incorporated 11/29/2000	Present Control Succeeded 1957	Line of Business Ret musical instruments
State of Incorporation MARYLAND		SIC 5736
Ownership Not publicly traded		NAICS 459140

Street Address:
 11151 Velrs Mill Rd,
 Wheaton, MD, 20902,
 United States Of America
 StreetAddress

LEGAL EVENTS

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	0	-
Suits	0	-
UCC	25	04/10/2022

DELINQUENCY SCORE (Formerly Commercial Credit Score)

Company's Risk Level

Low

Probability of delinquency over the next 12 months
1.76 %



Past 12 Months

Low Risk

High Risk

FAILURE SCORE (Formerly Financial Stress Score)

Company's Risk Level

Low

Probability of failure over the next 12 months
0.03 %



Past 12 Months

Low Risk

High Risk

PAYDEX TREND CHART

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms

1 Days

3 Months

From Nov-23 to Jan-24



Days Beyond Terms Past 3 months : 1

Low Risk:0 ; High Risk:120+

Dollar-weighted average of 9 payment experiences reported from 9 companies.

STOCK PERFORMANCE



No stock performance data is available for this D-U-N-S Number.

NEWS



No Data Available

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Risk Assessment

Currency: All figures shown in USD unless otherwise stated

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK



MAXIMUM CREDIT RECOMMENDATION

120,000 (USD)

The recommended limit is based on a low probability of severe delinquency.

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **VERY STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **STRONG LIKELIHOOD OF CONTINUED OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked **2** have a probability of becoming no longer viable: **2 %**
- Percentage of businesses ranked **2**: **4 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Established Trade Payments**
- Level of Risk: **Low Risk**
- Businesses ranked **1** within this model segment have a probability of becoming no longer viable: **2 %**
- Percentage of businesses ranked **1** with this model segment: **11 %**
- Within this model segment, the average probability of becoming no longer viable: **5 %**

Company Profile:

Company Profile Details:

- Financial Data: **False**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: \$500K+**
- Years in Business: **Established: 5+**



Financial Data	Trade Payments	Company Size	Years in Business
False	Available: 3+Trade	Large	Established

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE				
High Risk (1)		98	Low Risk (100)	
• UCC Filings reported				
Level of Risk	Raw Score	Probability of Failure	Average Probability of Failure for Businesses in D&B Database	Class
Low	1598	0.03 %	0.48	1
Business and Industry Trends				
BUSINESS AND INDUSTRY COMPARISON				
Selected Segments of Business Attributes				
Norms	National %			
This Business	98			
Region:(SOUTH ATLANTIC)	33			
Industry:GENERAL RETAIL	33			
Employee range:(100-499)	68			
Years in Business:(26+)	68			

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE				
High Risk (1)		88	Low Risk (100)	
• Higher risk industry based on delinquency rates for this industry				
• Proportion of slow payments in recent months				
Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B	Class
Low-Moderate	572	1.76 %		2

Database
10.2 %

Business and Industry Trends

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	88
Region:(SOUTH ATLANTIC)	34
Industry:GENERAL RETAIL	36
Employee range:(100-499)	85
Years in Business:(26+)	79

D&B PAYDEX



When weighted by amount, Payments to suppliers average 2 Days Beyond Terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 80
Equals Pays On Time

D&B 3 MONTH PAYDEX



Based on payments collected 3 months ago. When weighted by amount, Payments to suppliers average 2 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 80
Equals Pays On Time

Business and Industry Trends

5736 - Net musical instruments

D&B RATING

Current Rating as of 10/14/2008

Employee Size
1R : 10 employees and over

Risk Indicator
2 : Low Risk

Previous Rating

Financial Strength
4A : 10,000,000 (USD) to 49,999,999 (USD) In Net Worth or Equity

Risk Indicator
1 : Very Low Risk

History since 10/15/2003

Date Applied	D&B Rating
03/18/2008	4A1
11/13/2007	1R2
03/13/2007	4A1
12/19/2006	1R2
09/22/2005	4A1

Trade Payments

Currency. All figures shown in USD unless otherwise stated

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour
2
Days Beyond Terms

Highest Now Owning :
2,000,000 (USD)

% of Trade Within Terms
90%

Total Trade Experiences:
28
Largest High Credit :
2,000,000 (USD)
Average High Credit :
118,430 (USD)

Highest Past Due
10,000 (USD)

Total Unfavorable Comments :
0
Largest High Credit:
0 (USD)
Total Placed in Collections:
0
Largest High Credit:
0 (USD)

D&B PAYDEX



When weighted by amount, Payments to suppliers average 2 Days Beyond Terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 80
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D&B 3 MONTH PAYDEX



Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 2 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 80
Equals Pays On Time

BUSINESS AND INDUSTRY TRENDS

How often 24 months of data

5736 - Ret musical instruments

	1/22	2/22	3/22	4/22	5/22	6/22	7/22	8/22	9/22	10/22	11/22	12/22	1/23	2/23	3/23	4/23	5/23	6/23	7/23	8/23	9/23	10/23	11/23	12/23	2023
This Business	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	79	79	79
Industry Quartile																									
Upper	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-
Median	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-
Lower	-	73	-	-	72	-	-	72	-	-	71	-	-	73	-	-	73	-	-	73	-	-	73	-	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US\$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	2	2,300,000 (USD)	100
50,000 - 99,999	3	185,000 (USD)	84
15,000 - 49,999	4	95,000 (USD)	82
5,000 - 14,999	2	15,000 (USD)	66
1,000 - 4,999	5	8,000 (USD)	100
Less than 1,000	6	2,650 (USD)	100

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Collapse All | Expand All

Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
+27 - Printing, Publishing and Allied Industries	1	25,000	100	0	0	0	0
2741 - Misc publishing	1	25,000	100	0	0	0	0
+36 - Electronic and other electrical equipment and components except computer equipment	1	300,000	100	0	0	0	0
3651 - Mfg audio/video equip	1	300,000	100	0	0	0	0
+39 - Miscellaneous Manufacturing	1	15,000	100	0	0	0	0

Industries

3931 - Mfg music instruments	1	15,000	100	0	0	0	0
42 - Motor Freight Transportation and Warehousing	1	500	100	0	0	0	0
4213 - Trucking non-local	1	500	100	0	0	0	0
47 - Transportation Services	1	2,500	100	0	0	0	0
4731 - Arrange cargo transpt	1	2,500	100	0	0	0	0
48 - Communications	1	500	100	0	0	0	0
4813 - Telephone communictns	1	500	100	0	0	0	0
50 - Wholesale Trade - Durable Goods	7	2,000,000	100	0	0	0	0
5099 - Whol durable goods	3	2,000,000	99	1	0	0	0
5063 - Whol electrical equip	2	60,000	100	0	0	0	0
5064 - Whol appliances	1	1,000	100	0	0	0	0
5065 - Whol electronic parts	1	50	100	0	0	0	0
57 - Home Furniture Furnishings and Equipment Stores	2	35,000	68	32	0	0	0
5736 - Ret music instruments	2	35,000	68	32	0	0	0
59 - Miscellaneous Retail	1	10,000	100	0	0	0	0
5943 - Ret stationery	1	10,000	100	0	0	0	0
60 - Depository Institutions	1	100	100	0	0	0	0
6021 - Natnl commercial bank	1	100	100	0	0	0	0
61 - Nondepository Credit Institutions	2	5,000	17	41	0	42	0
6153 - Short-trm busn credit	2	5,000	17	41	0	42	0
73 - Business Services	2	1,000	100	0	0	0	0
7389 - Misc business service	2	1,000	100	0	0	0	0
93 - Public Finance Taxation and Monetary Policy	1	2,500	100	0	0	0	0
9311 - Public finance	1	2,500	100	0	0	0	0

TRADE LINES

Date of Experience -	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
12/23	Pays Promptly	-	2,000,000	2,000,000	0	1
12/23	Pays Promptly	-	300,000	55,000	1,000	1
12/23	Pays Promptly	-	65,000	25,000	0	1
12/23	Pays Promptly	-	25,000	7,500	0	1
12/23	Pays Promptly	-	1,000	0	0	Between 2 and 3 Months
12/23	Pays Promptly	-	1,000	1,000	0	1
12/23	Pays Promptly	-	100	0	0	Between 6 and 12 Months
12/23	Pays Promptly	-	50	0	0	Between 4 and 5 Months
12/23	-	Cash account	0	0	0	1
11/23	Pays Promptly	-	20,000	5,000	0	1
11/23	Pays Promptly	-	15,000	0	0	1
11/23	Pays Promptly	-	2,500	0	0	1
11/23	Pays Promptly	-	1,000	500	0	1
11/23	Pays Promptly	-	750	50	0	1
11/23	Pays Promptly	-	500	0	0	1
11/23	Pays Prompt to Slow 30+	-	60,000	10,000	1,000	1
11/23	Pays Prompt to Slow 30+	-	35,000	15,000	10,000	1
10/23	Pays Promptly	-	750	0	0	Between 6 and 12 Months
07/23	Pays Promptly	-	60,000	50,000	7,500	1
04/23	-	Cash account	50	0	0	1
04/23	-	Cash account	50	0	0	Between 2 and 3 Months
02/23	Pays Promptly	-	10,000	0	0	Between 2 and 3 Months
02/23	-	Cash account	100	0	0	1
09/22	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
04/22	-	Cash account	750	0	0	Between 2 and 3 Months
04/22	-	Cash account	100	0	0	Between 6 and 12 Months
12/21	Pays Promptly	-	500	0	0	Between 6 and 12 Months
11/21	Pays Slow 30-90+	-	5,000	0	0	Between 6 and 12 Months

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	6	1,050 (USD)
Payment record unknown	0	0 (USD)
Unfavorable comments	0	0 (USD)
Placed for collections	0	0 (USD)
Total in D&B's file	28	2,606,700 (USD)

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

Legal Events

Currency: All figures shown in USD unless otherwise stated

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	0 Latest Filing: -	0 Latest Filing: -	0 Latest Filing: -	25 Latest Filing: 04/19/2022

EVENTS

UCC Filing - Continuation

Filing Date 04/19/2022
Filing Number 2022043004
Received Date 05/18/2022
Original Filing Date 08/30/2007
Original Filing Number 2007113780
Secured Party C. F. MARTIN & CO., INC., NAZARETH, PA
Debtors WASHINGTON MUSIC CENTER
Debtors and OTHERS
Filing Office FINANCE & REVENUE DEPT, WASHINGTON, DC

UCC Filing - Continuation

Filing Date 09/18/2020
Filing Number 2020113265
Received Date 11/30/2020
Original Filing Date 11/14/2005
Original Filing Number 2005163895
Secured Party GIBSON GUITAR CORP.
Debtors WASHINGTON MUSIC SALES CENTER, INC.
Filing Office FINANCE & REVENUE DEPT, WASHINGTON, DC

UCC Filing - Continuation

Filing Date 05/20/2020
Filing Number 2020059805
Received Date 07/15/2020
Original Filing Date 07/15/2005
Original Filing Number 2005097920
Secured Party TAYLOR-LISTUG, INC.
Debtors WASHINGTON MUSIC SALES

Debtors and OTHERS
Filing Office FINANCE & REVENUE DEPT, WASHINGTON, DC

UCC Filing - Continuation

Filing Date 05/08/2019
Filing Number 2019048009
Received Date 05/27/2019
Original Filing Date 06/05/2009
Original Filing Number 2009060948
Secured Party FENDER MUSICAL INSTRUMENTS CORPORATION
Debtors WASHINGTON MUSIC SALES CENTER, INC.
Filing Office FINANCE & REVENUE DEPT, WASHINGTON, DC

UCC Filing - Continuation

Filing Date 02/20/2018
Filing Number 2018017800
Received Date 03/20/2018
Original Filing Date 05/07/2013
Original Filing Number 2013052913
Secured Party HOSHINO (U.S.A.) INC., BENSALEM, PA
Debtors WASHINGTON MUSIC SALES CENTER IC.
Filing Office FINANCE & REVENUE DEPT, WASHINGTON, DC

UCC Filing - Continuation

Filing Date 06/15/2017
Filing Number 2017065850
Received Date 07/12/2017
Original Filing Date 08/30/2007
Original Filing Number 2007113780
Secured Party C. F. MARTIN & CO., INC., NAZARETH, PA
Debtors WASHINGTON MUSIC CENTER
Debtors and OTHERS
Filing Office FINANCE & REVENUE DEPT, WASHINGTON, DC

UCC Filing - Continuation

Filing Date 09/03/2015
Filing Number 2015091083
Received Date 10/09/2015
Original Filing Date 11/14/2005

Original Filing Number 2005163895
Secured Party GIBSON GUITAR CORP., NASHVILLE, TN
Debtors WASHINGTON MUSIC SALES CENTER, INC.
Filing Office FINANCE & REVENUE DEPT, WASHINGTON, DC

UCC Filing - Continuation

Filing Date 05/19/2015
Filing Number 2015049491
Received Date 07/03/2015
Original Filing Number 2005097920
Secured Party TAYLOR-LISTUG, INC.
Debtors WASHINGTON MUSIC SALES
Debtors and OTHERS
Filing Office FINANCE & REVENUE DEPT, WASHINGTON, DC

UCC Filing - Original

Filing Date 02/24/2015
Filing Number 00000181522283
Received Date 04/28/2015
Collateral Inventory and proceeds
Secured Party KAWAI AMERICA CORPORATION, RANCHO DOMINGUEZ, CA
Debtors WASHINGTON MUSIC SALES CENTER INCORPORATED
Filing Office UCC DIVISION, BALTIMORE, MD

UCC Filing - Continuation

Filing Date 05/15/2014
Filing Number 2014043021
Received Date 06/13/2014
Original Filing Date 06/05/2009
Original Filing Number 2009060948
Secured Party FENDER MUSICAL INSTRUMENTS CORPORATION
Debtors WASHINGTON MUSIC SALES CENTER, INC.
Filing Office FINANCE & REVENUE DEPT, WASHINGTON, DC

UCC Filing - Continuation

Filing Date 09/13/2013
Filing Number 00000181174261
Received Date 09/19/2013
Original Filing Date 12/08/2003

Original Filing Number 00000181174261
Secured Party A N D MUSIC CORP, LAKEWOOD, WA
Debtors WASHINGTON MUSIC SALES CENTER INC
Filing Office UCC DIVISION, BALTIMORE, MD

UCC Filing - Continuation

Filing Date 09/13/2013
Filing Number 00362005405032
Received Date 10/22/2018
Original Filing Date 12/08/2003
Original Filing Number 00000181174261
Secured Party A N D MUSIC CORP, LAKEWOOD, WA
Debtors WASHINGTON MUSIC SALES CENTER INC
Filing Office UCC DIVISION, BALTIMORE, MD

UCC Filing - Amendment

Filing Date 08/13/2013
Filing Number 2013094963
Received Date 08/27/2013
Original Filing Date 06/05/2009
Original Filing Number 2009060948
Secured Party FENDER MUSICAL INSTRUMENTS CORPORATION, SCOTTSDALE, AZ
Debtors WASHINGTON MUSIC SALES CENTER, INC.
Filing Office FINANCE & REVENUE DEPT, WASHINGTON, DC

UCC Filing - Amendment

Filing Date 05/30/2013
Filing Number 2013062750
Received Date 06/11/2013
Original Filing Date 05/07/2013
Original Filing Number 2013052913
Secured Party HOSHINO (U.S.A.) INC.
Debtors WASHINGTON MUSIC SALES CENTER, INC.
Filing Office FINANCE & REVENUE DEPT, WASHINGTON, DC

UCC Filing - Original

Filing Date 05/07/2013
Filing Number 2013052913
Received Date 05/13/2013

Collateral Accounts receivable including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Fixtures including proceeds and products - and OTHERS

Secured Party HOSHINO (J.S.A.) INC., BENSALEM, PA

Debtors WASHINGTON MUSIC SALES CENTER IC.

Filing Office FINANCE & REVENUE DEPT, WASHINGTON, DC

UCC Filing - Amendment

Filing Date 05/03/2012

Filing Number 2012048383

Received Date 05/16/2012

Original Filing Date 08/30/2007

Original Filing Number 2007113780

Secured Party C. F. MARTIN & CO., INC.

Debtors WASHINGTON MUSIC SALES CENTER INC.

Debtors and OTHERS

Filing Office FINANCE & REVENUE DEPT, WASHINGTON, DC

UCC Filing - Continuation

Filing Date 07/01/2010

Filing Number 2010059403

Received Date 10/01/2010

Original Filing Number 2005163895

Secured Party GIBSON GUITAR CORP.

Debtors WASHINGTON MUSIC SALES CENTER, INC.

Filing Office FINANCE & REVENUE DEPT, WASHINGTON, DC

UCC Filing - Continuation

Filing Date 03/18/2010

Filing Number 2010023899

Received Date 04/28/2010

Original Filing Number 2005097920

Secured Party TAYLOR-LISTUG, INC.

Debtors WASHINGTON MUSIC SALES CENTER, INC.

Filing Office FINANCE & REVENUE DEPT, WASHINGTON, DC

UCC Filing - Continuation

Filing Date 11/24/2009

Filing Number 2009127901

Received Date 01/12/2010

Original Filing Number 2004163432
Secured Party GEMEINHARDT COMPANY, LLC
Debtors WASHINGTON MUSIC CENTER, INC.
Filing Office FINANCE & REVENUE DEPT, WASHINGTON, DC

UCC Filing - Original

Filing Date 06/05/2009
Filing Number 2009060948
Received Date 06/16/2009
Collateral Accounts receivable and proceeds - inventory and proceeds - Chattel paper and proceeds - Equipment and proceeds - Fixtures and proceeds
Secured Party FENDER MUSICAL INSTRUMENTS CORPORATION, SCOTTSDALE, AZ
Debtors WASHINGTON MUSIC SALES CENTER, INC.
Filing Office FINANCE & REVENUE DEPT, WASHINGTON, DC

UCC Filing - Continuation

Filing Date 11/12/2008
Filing Number 00000181174261
Received Date 12/16/2008
Original Filing Date 12/08/2003
Original Filing Number 00000181174261
Secured Party A N D MUSIC CORP, LAKEWOOD, WA
Debtors WASHINGTON MUSIC SALES CENTER INC
Filing Office UCC DIVISION, BALTIMORE, MD

UCC Filing - Original

Filing Date 11/06/2008
Filing Number 00000181357104
Received Date 12/16/2008
Secured Party KAWAI AMERICA CORPORATION, RANCHO DOMINGUEZ, CA
Debtors WASHINGTON MUSIC SALES CENTER INCORPORATED
Filing Office UCC DIVISION, BALTIMORE, MD

UCC Filing - Original

Filing Date 08/30/2007
Filing Number 2007113780
Received Date 10/22/2007
Collateral Accounts receivable including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - Equipment including proceeds and products
Secured Party C. F. MARTIN & CO., INC., NAZARETH, PA

Secured Party MARTIN GUITAR, NAZARETH, PA
Debtors WASHINGTON MUSIC SALES CENTER, INC.
Debtors and OTHERS
Filing Office FINANCE & REVENUE DEPT, WASHINGTON, DC

UCC Filing - Original

Filing Date 06/01/2006
Filing Number 2006072262
Received Date 07/26/2006
Collateral Inventory and proceeds
Secured Party TEAC AMERICA, INC., MONTEBELLO, CA
Debtors WASHINGTON MUSIC SALES CENTER, INC.
Debtors and OTHERS
Filing Office FINANCE & REVENUE DEPT, WASHINGTON, DC

UCC Filing - Original

Filing Date 12/08/2003
Filing Number 00000181174261
Received Date 01/28/2004
Collateral Inventory including proceeds and products - Account(s) including proceeds and products - Chattel paper including proceeds and products - General intangibles(s) including proceeds and products - Equipment including proceeds and products
Secured Party A N D MUSIC CORP, LAKEWOOD, WA
Debtors WASHINGTON MUSIC SALES CENTER INC
Filing Office UCC DIVISION, BALTIMORE, MD

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. This information may not be reproduced in whole or in part by any means of reproduction.

There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

Special Events

Currency: All figures shown in USD unless otherwise stated

SPECIAL EVENTS

Date	Event Description
07/27/2020	On July 6, 2020, the SBA announced that this business was approved for a loan between \$1M - \$2M from Capital Bank, National Association through the SBA's Paycheck Protection Program, as part of the CARES Act, in response to the COVID-19 pandemic. The amount of the actual loan may vary from the approved amount.

Financials - D&B

Currency: All figures shown in USD unless otherwise stated

A detailed financial statement is not available from this company for publication.

Currency: All figures shown in USD unless otherwise stated

A detailed financial statement is not available from this company for publication.

D&B currently has no financial information on file for this company. Currency: All figures shown in USD unless otherwise stated

Currency: All figures shown in USD unless otherwise stated

D&B currently has no financial information on file for this company

Currency: All figures shown in USD unless otherwise stated

D&B currently has no financial information on file for this company

Company Profile

Currency: All figures shown in USD unless otherwise stated

COMPANY OVERVIEW

D-U-N-S 02-429-1544	Mailing Address UNITED STATES	Employees 272 (97 here)
Legal Form Corporation (US)	Telephone +1 301 946 2300	Age (Year Started) 67 Years (1957)
History Record Clear	Website www.chuclevins.com	Named Principal David Fox, CEO-V PRES
Date Incorporated 11/29/2000	Present Control Succeeded 1957	Line of Business Ret musical instruments
Business Commenced On 1957	SIC 5736	
State of Incorporation MARYLAND	NAICS 459140	
Ownership Not publicly traded		

Street Address:
11151 Veirs Mill Rd,
Wheaton, MD, 20902,
United States Of America

BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2023-12-26
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	ALAN AND NADINE LEVIN FOUNDATION
Corporation Type	Corporation (US)
State of Incorporation	MARYLAND
Date Incorporated	11/29/2000
Registration ID	DD6061303

Registration Status	INCORPORATED
Date Status Attained	11/29/2000
Filing Date	11/29/2000
Where Filed	SECRETARY OF STATE/DEPARTMENT OF ASSESSMENTS AND TAXATION/CORPORATE CHARTER DIVISION
Registered Agent	
Name	ALAN LEVIN
Address	11151 VIERS MILL ROAD, WHEATON, MD, 209022597

PRINCIPALS

Officers

DAVID FOX, CEO-V PRES
 ALAN LEVIN, PRES
 ROBERT LEVIN, V PRES
 MARGARET LEVIN, V PRES-SEC

Directors

DIRECTOR(S): THE OFFICER(S)

COMPANY EVENTS

The following information was reported on: 07/27/2020

The District Of Columbia Secretary of State's business registrations file showed that Washington Music Sales Center, Inc. was registered as a Corporation on December 13, 1960.

Business started 1957 by Charles L. Levin. 100% of capital stock is owned by Levin family officers.

DAVID FOX. 2005-present active here.

ALAN LEVIN born 1953. 1970-present active here. 1986-present vice president of Levin Professional Services, Inc, Wheaton, MD.

ROBERT LEVIN born 1958. 1996-present active here. 1986-present president-secretary of Levin Professional Services, Inc, Wheaton, MD.

MARGARET LEVIN born 1930. 1957-present active here.

Affiliates: The following are related through common ownership and/or financial interest: (1) Levin Professional Services, Inc, Wheaton, MD, started 1986. Operates as wholesaler of audio and video equipment and installs the same. Intercompany relations were reported by management to consist of occasional loans and advances.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 07/27/2020

Business Information

Trade Names WASHINGTON MUSIC CENTER

Description Retailer musical instruments, specializing in drums or related percussion instruments, organs and pianos (90%). Wholesales durable goods, specializing in musical instruments parts or accessories and pianos (10%). Sells for cash 90% balance terms are Net 30 days. Has 300 account(s). Sells to general public (25%) schools (25%) Organizations (25%) and professional musicians (25%). Territory: International.

Employees 272 which includes officer(s), 97 employed here.

Financing Status Secured

Seasonality Nonseasonal.

Tenure Rents

Facilities Rents 25,000 sq. ft. in a three story brick building.

Location Suburban business section on main street.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
5736	Ret musical instruments	-
57369903	Drums and related percussion instruments	-
57360101	Organs	-
57360102	Pianos	-
50990601	Musical instruments parts and accessories	-
50990602	Pianos	-

NAICS Codes	NAICS Description
459140	Musical Instrument and Supplies Retailers
459140	Musical Instrument and Supplies Retailers
459140	Musical Instrument and Supplies Retailers
423990	Other Miscellaneous Durable Goods Merchant Wholesalers
423990	Other Miscellaneous Durable Goods Merchant Wholesalers

GOVERNMENT ACTIVITY

Activity Summary

Borrower (Dir/Guar)	No
Administrative Debt	No
Contractor	Yes
Grantee	No
Party excluded from federal program(s)	No

Your Information

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: View

Account Number	Endorsement/Billing Reference * bretts@wpsworld.com	Sales Representatives
Credit Limit	Total Outstanding	Your Information Currency US Dollar (USD)

Last Login : 12/07/2023 08:42:18 AM
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OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

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(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a

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contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

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(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

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(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council

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CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES:

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES:

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES:

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception

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Unless Supplier is exempt (See FAR 25.103), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Washington Music Sales Center, Inc.

Address, City, State, and Zip Code: 11151 Veirs Mill Road
Wheaton, MD 20902
301-946-8808
301-946-0487 fax

Phone Number: _____ Fax Number: bids@chucklevins.com
John Przygocki

Printed Name and Title of Authorized Representative: _____

Email Address: johnnp@chucklevins.com

Signature of Authorized Representative: [Signature] Date: 11/28/23

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

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- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

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1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which

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is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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 setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

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commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the

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applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard.** All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability.** The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements.** If applicable, the non-federal entity must do the following:
- i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in

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compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. **Standard.** Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. **Applicability.** This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. **Requirements.** If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized

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representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of

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amounts in excess of \$150,000 under a federal grant.

- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for

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participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required auditservices.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard.** Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification.** If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any

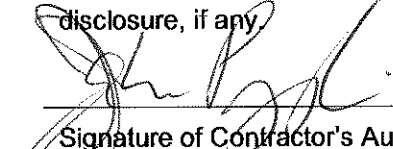
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Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Washington Music Sales Center, Inc. or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

John P. Baker - Broker

Name and Title of Contractor's Authorized Official

12/28/23

Date

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11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all

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manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

OMNIA PARTNERS EXHIBITS
EXHIBIT F - FEDERAL FUNDS CERTIFICATIONS

- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____
Washington Music Sales Center, Inc.

Address, City, State, and Zip Code: _____
11151 Veirs Mill Road
Wheaton, MD 20902

Phone Number: _____
301-946-8808
301-946-8808

Printed Name and Title of Authorized Representative: _____
bids@chucklelevins.com

Printed Name and Title of Authorized Representative: _____
John Przygocki

Email Address: _____
john.p@chucklelevins.com

Signature of Authorized Representative: _____


Date: _____
12/28/23

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

- DOC #1 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Disclosure of Investment Activities in Iran, Russia and Belarus
- DOC #7 New Jersey Business Registration Certificate
- DOC #8 EEOAA Evidence
- DOC #9 MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

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 cause for automatic rejection of the bid or proposal.

Name of Organization: Washington Music Center
11151 Veirs Mill Road

Organization Address: Wheaton, MD 20902
301-946-8808
301-946-0487 fax
bids@chucklevins.com

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

- 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 own 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
ALAN LEVIN	POOLESVILLE, MD
ABBE LEVIN	BETHESDA, MD
ESTATE OF ROBERT LEVIN	WHEATON, MD

--	--

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 which 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.**

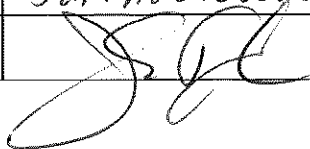
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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 noncorporate 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 **<name of contracting unit>** 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 **<type of contracting unit>** to notify the **<type of contracting unit>** 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 **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	JOHN ROZMOCZE	Title:	Broker
Signature:		Date:	12/18/23

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ MARYLAND
County of MONTGOMERY

SS:

I, JOHN PRZYCOK residing in
WHEATON (name of municipality) (name of affiant)

in the County of MONTGOMERY and State of
MARYLAND of full age, being duly sworn according to law on my oath depose
and say that:

I am BOOPER of the firm of
Washington Music Sales Center, Inc. (name of firm)
Washington Music Sales Center, Inc. (title or position)

the bidder making this Proposal for the bid
entitled PERFORMANCES / FRS / EQUIP / RENTED, and that I executed the said proposal with
(title of bid proposal)

full authority to do so 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 said proposal and in this affidavit are true and correct, and made with full
knowledge that the Washington Music Sales Center, Inc. relies upon the truth of
the statements contained in said Proposal
(name of contracting unit)

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
Washington Music Sales Center, Inc.

Subscribed and sworn to

before me this day

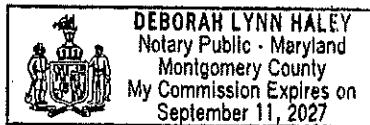
Signature [Handwritten Signature]

JANUARY 9, 2024
[Handwritten Signature]
(Type or print name of affiant under signature)

Notary public of Montgomery Co., MD

My Commission expires 9/11/27

(Seal)



**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: _____ Washington Music Center
Street: _____ 11151 Veirs Mill Road
City, State, Zip Code: _____ Wheaton, MD 20902
 _____ 301-946-8808
 _____ 301-946-0487 fax
 _____ bids@chucklelevins.com

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

12/18/23

 Date

Authorized Signature and Title

 BID REP

DOC #3, continued
P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE
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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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 non-discrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

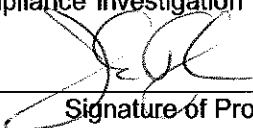
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM
THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-
BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.


Stockholders:

Name: ALAN LEVIN	Name:
Home Address: POOLESVILLE, MD	Home Address:
Name: ABGE LEVIN	Name:
Home Address: BETHESDA, MD	Home Address:
Name: ESTATE OF ROBERT LEVIN	Name:
Home Address: WHEATON, MD	Home Address:

Subscribed and sworn before me this 9th day of JANUARY, 2024

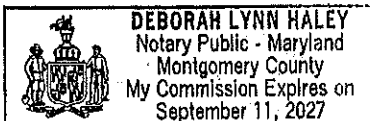
(Notary Public) Deborah Lynn Haley

My Commission expires: 9/11/27



 (Affiant)
ALAN LEVIN President
 (Print name & title of affiant)

 (Corporate Seal)



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/>. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, 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.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

John Przymorek

Printed Name of Authorized Agent

[Handwritten Signature]

Signature of Authorized Agent

Title

Prod Rep
Washington Music Sales Center, Inc.

Date

08/18/23
Washington Music Sales Center, Inc.

Company Name

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	LEVIN PROFESSIONAL SERVICES, INC.
Trade Name:	WASHINGTON MUSIC SALES CENTER INC
Address:	11151 VEIRS MILLROAD WHEATON, MD 20902-4663
Certificate Number:	0093734
Effective Date:	March 16, 1990
Date of Issuance:	July 27, 2016

For Office Use Only:

20160727095215726



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

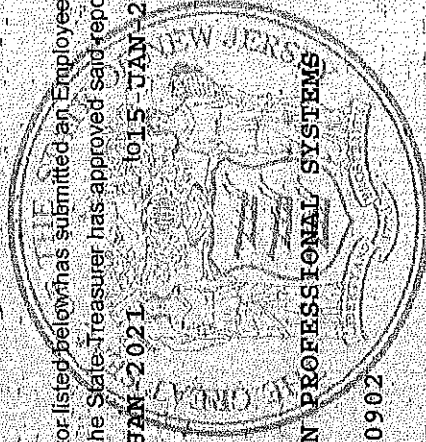
CERTIFICATE NUMBER 0093734 FOR LEVIN PROFESSIONAL SERVICES, INC. IS VALID.

Certification 13284

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2021** to **15-JAN-2028**



LEVIN PRO SVC WASHINGTON PROFESSIONAL SYSTEMS
11242 GRANDVIEW AVENUE
WHEATON MD 20902



ELIZABETH MAHER MUCIO
State Treasurer

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See _____ the _____ guidelines _____ at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: John P. Zwick Title: Buyer
Signature: [Handwritten Signature] Date: 12/18/23

DOC #9
MACBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 23-08

VENDOR/BIDDER: Washington Music Sales Center, Inc.

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such 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.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX



The Vendor/Bidder has no business operations in Northern Ireland; or

OR



The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Date



Chuck Levin's

WASHINGTON MUSIC CENTER

We are authorized dealers for the following Manufacturers.

65 Amps
Ableton Software
Access
Ac-cetera
Ace Products
Acoustic Image
Acoustics First
AER Acoustic Amps
Aguilar
Ahead Drumsticks
Akai
AKG
Alembic
Alesis
Allen and Heath
Altieri
Altus
Alvarez
Amadeus Flutes
Amati
Amek
American DJ
Ampeg
Anchor Audio
Antares
Antex
Antigua Winds
Antonio Aparicio Guitars
Anvil Cases
APB Dynasonics
Aphex
API Audio
Apogee Digital
Applause Guitars
Applied Microphone
Arboretum
Argosy Studio Furniture
Armadillo
Armstrong Winds
ART
Artley
Ashdown
Ashly Audio
Atlas/Soundolier
Audio Control
Audio Technica
Electro-Voice

Audiocontrol
Audix
Auralex
Austin
Avalon Design
Avanti
Aviom
Axis Percussion
Axon
Azden Corp.
Azumi
B&S Brass
Bach
Bag End
Balter Mallets
Bam
Barber Electronics
Barcus Berry
Bari Associates
Bartolini
Basslines
BBE
BC Rich Guitars
Behringer
Bell/Duovox
Benge
Besson
Beyerdynamic
BGW
Bias Inc.
Big Bang
Big Briar
Big Fish Audio
Bitheadz
Black Swamp
Blackbird Guitars
Blackstar Amplification
Blessing
Blue Microphones
Bob Reeves Mouthpieces
Bogen
Bogner Amplification
Boomerang
Bose
Bosphorus Cymbals
Boss
Glaesel

Brauner
Broadjam
BSS
Budda Amplification
Buescher
Buffet Crampon
Bulgheroni
CAD
CAE Inc.
Cakewalk
Calato MFG
Calzone Cases
Cameo
Caparison Guitars
Cappella
Carl Fischer
Carl Martin
Carr Amplifiers
Carter Pedal Steels
Carver
Carver Pro
Cascade Microphones
Casio Inc.
Casio Keyboards
Cavallaro
CB Educational
Celestion
Cerwin Vega
Charles Music
Charvel Guitars
Chauvet Lighting
Chop Saver
Cicognani Amps
Clearsonic
Clevinger Bass
CM Automation
Coda
Collings Guitars
Community
Condre
Conn
Cordoba Guitars
Countryman
Courtois
Crate
Creamware
JBL

Creative Stage Lighting
Crest
Crown
Cycling 74
D.A.S. Audio
D'Addario
Dana B. Goods
Danelectro
DAngelico
Danmar
DBX
Ddrum
Dean Markley
Deering
DEG Music
Demeter
Denon
Diezel
Digidesign
Digital Audio
Digital Music
Digital Scratch
Digitech
Dimarzio
DOD
DR Strings
Drawmer
Drum Workshop
Dunlop MFG
DW Labs
Dynasty
Earthworks Inc.
East West
Eastman Guitars
Eastman Mandolins
Eastman Strings
Eastman Winds
EAW
Ebow
EBS
Ebtech
Echo Digital Audio
Eden Electronics
Edwards
Ego Systems
Electro-Harmonix
Loree

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bids@chucklevins.com

Elektron
Elixir Strings
Emagic
Emerson
EMG Inc.
Emtec Pro Media/BASF
Emu
Engelhardt-Link
ENGL Amplifiers
Ensoniq
Ernie Ball
ESP Guitars
ETA Systems
Euphonic Audio
Evans Drum Heads
Event
Eventide
Evets Corp.
EVI Audio
Fat Congas
FBT
Fender
Fernandes
Ferree's Tools Inc.
Fishman
Floyd Rose Guitars
Focal Professional
Focusrite
Fostex
Fox Products
Frantone Electronics
Frontier Design
Fryette Amplification
Fuchs Amplifiers
Furman Sound
Future Primitive Designs
G LAB
G.H.S. Corp.
Galaxy Audio
Gallien Krueger
Gator Cases
Gemeinhardt
Gemini DJ
Gemini DJ
Gemstone
Genelec
General Music
Genz Benz
Getzen
GHS Strings
Gibraltar
Gibson Guitars
Noble and Cooley
Nord

Glockenklang
Glyph
Godin Guitars
Godlyke Inc.
Gore Music
Grace Design
Grace Design
Graph Tech
Greg Black Mouthpieces
Gretsch
Groove Tubes
Group One
GT Electronics
Guild
Guyatone
Hafler
Hal Leonard
Hamer Guitars
Hamilton Stands
Hammond-Suzuki
Hans Hoyer
Harrison-Hurtz
Hartke
Hear Technologies
Heritage
Heritage Amplifiers
Hermann Beyer
HHB Communications
High End Systems
Hofner Guitars
Hohner
Holton
Horizon Music Inc.
Hosa
Hotlicks
Howarth
Hughes and Kettner
Humes and Berg
Ibanez
IK Multimedia
Ilio
Impact Industries
Independent Audio
Intellitouch
IQS
ISP Technologies
IVL Technologies
J Pearce Strings
J.J. Babbitt
J.L. Cooper
Jackson
Jasmine Guitars
Rainsong
Randall Amplifiers

Jerome Callett
Jim Dunlop
Joe Barden Pickups
Joe Meek
Johnny Rabb
Johnson Cases
Jomox
Juice Goose
Jupiter
Just Enough Instructional
Kaman Music Corp.
Kanstul
Kawai
Keeley Electronics
Keilwerth
Ken Smith
Ketron
Keyboard Mag
Keyfax
King
King
Klark Teknik
Klipsch
KLS Electronics
Knilling
Koch Amplifiers
Koenig and Meyer
Korg
Krank Amps
KRK
Kurzweil
Kustom Amplification
Kydd
Kyser Musical Products
LA Sax
Lab.gruppen
Labella
Lace Sensor
Lag Guitars
Laney Amplifiers
LeBlanc
LeMaitre
Leprecon
Levy's Leathers
Lexicon
Lighting and Electronics
LightWave Basses and Guitars
Linc Luthier
Line 6
Liquid Audio
Listen Technologies
Littlite
Slug Drums
Snarling Dogs

LP Music
LR Baggs
Lucid Audio
Ludwig
Lynx Studio Technology
Lyon and Healy Harp
Mackie
Manhasset Specialty
Manley Laboratories
Mapex Drums
Marantz
Marigaux
Mark of the Unicorn
Marshall Amplification
Martin Guitar
Martin Professional
Martin Sound
Maryland Drum Company
Matrix Tuners
MAudio
MBT International
MBT Lighting and Sound
McPherson Guitars
Meinl Cymbals
Meinl-Weston
Microboards
Midas
Middle Atlantic
MidiMan
Mike Balter
Millennia Media
Miraphone
Modulus
Mogami Cable
Mojotone
Monster Cable
Moog
Morley
Motion Sound
Mountain Rhythm
MTX
Music Books
Music Industries
Music Man
Musica
Musitek
Musser
Native Instruments
Nemesys Music
Neumann
Neutrik
NHT Pro
TOA Electronics
Toca

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Novation
NS Design
NS Designs
NSI Lighting
Numark
Oberheim
Odyssey Cases
Olathe
Omnirax
OmniSistem
On Stage Stands
Opcode
Open Labs
Orange County
Oscar Schmidt
Ovation Guitars
Paiste
Panasonic
Parker
PAS
Passport
Paul Reed Smith
Pearl Flutes
Peavey
Peavey Sanctuary
Pedal Pad
Pedal Train
Pedulla
Peterson Tuners
Philips
Pignose Industries
Pintech
Pioneer DJ
Planet Waves
Pmauriat Saxophones
Polytone
Pork Pie Drums
Powell Flutes
Power Tech
Premier
Presonus
Pro Co
Pro Tec
Pro-Mark
Prudencio Saez
Pyramid Strings
QSC Audio
Quasimidi
Quiklok
R Taylor Guitars
Radial Tonebone

Rane
Rapco
Raven Labs
Raxxess
Regal Tip
Remo
Reunion Blues
Rhythm Tech
Rice Audio
Rickenbacker
Rico
Rigel Mandolins
Rimage
Ritter Bags
RJM Music Technology
RME
Road Ready Cases
Rock N Roller Carts
Rocktron
Roc-N-Soc
RODE Microphones
Roland
Rolls Corp.
Rotosound USA
Royer Labs
Royer Ribbon Mics
RPG
S. E. Shires
Sabian
Sabine
Saez
SampleHeads
Samson
Schagerl
Schecter
Scherl And Roth
Schilke
Seagull Guitars
SeaSound
Seiko
SEKD
Selmer
Sennheiser
Seymour Duncan
Sheet Music
Shubb Capos
Shure
Sibelius
SIT
SKB Cases
Slappa Cases and Bags

Solton
Sonare Winds
Sonic Foundry
Sonor
Sonorus
Sony
Sound Sculpture
SoundCraft
Soundelux
Soundfield
Soundtracs
Sovtek
Spector
Spirit By SoundCraft
St. Louis Music
Stand Back Amp Stands
Stanton Magnetics
Steinberg
Sterling by Music Man
Stomvi
Stork Mouthpieces
String Swing
Studio Electronics
Studio Projects
StudioLogic
Suhr Guitars
Summit
Summit Audio
Sunn
SWR
Symetrix
Syquest
Takamine Guitars
Tama
Tannoy
Tascam
Taylor
Taylor Electric Guitars
TC Electronic
TC Works
TDK
Teac
Tech 21
Technics Keyboards
TELEFUNKEN
Telex
Terratec
THD Electronics
The Music People!
Thinkware
TKL Cases

Tom Anderson Guitars
Tone King
Trace Elliot
Tracer
Transamerica Audio
T-Rex
Tube Works
Turtle Beach
Ultimate Support
Ultrason
Unitec
Universal Percussion
Vandoren
Vater
Vaughncraft Percussion
Verne Q. Powell
Vestax
Vic Firth
Vincent Bach
Visual Sound
Vito
Voce
Voodoo Lab
Vox Amplification
Voyetra Turtle Beach
Waldorf
Walt Johnson Cases
Warburton Music
Warwick
Washburn
Waves
Weber Mandolins
Whirlwind
William Lewis
Willson
Wm. S. Haynes
Wolfpak
X2 Digital Wireless
XL Specialty Percussion
Yamaha
Yamaha
Yanagisawa
Yorkville
Young Chang
Zaolla
Zefiro
Zendrum
Zildjian
Zinky Amplifiers
Zoom

Chuck Levin's

WASHINGTON  MUSIC CENTER

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Detailed Response for Added Values Services provided to OMNIA Partners customers.

1. Washington Music Center is committed to providing Musical Instruments and Equipment to Region 4 / Omnia Partners Group & Cooperative Purchasing members as per RFP No. 23-08 terms and conditions. Cooperative members can communicate via phone, fax, or email, select items from our catalog, and generate a purchase order from their school district office. We review orders for accuracy, seek clarification if needed, and fulfill orders from our inventory or directly from manufacturers. Invoices are issued upon receipt of products, and our internal audit ensures timely delivery, addressing any issues promptly.
2. Washington Music Center accepts all forms of purchase orders (Electronic, Fax, or Paper).
3. No special credit requirements exist for government entities; a purchase order issued by the government entity suffices.
4. Purchase orders can be received via US Mail, Fax, or Email.
5. Tax Exemption documentation is required but doesn't need to be supplied with each purchase order.
6. Invoices are sent via US Mail at the time of invoicing. Emailed invoices are available upon request, with Net 30 payment terms.
7. Payment is accepted by bank-issued check in the organization's name, Electronic Funds Transfer (EFT), and Automated Clearing House Network (ACH) in both CTX and PPD formats. Credit Card and P-Card payments allowed with 3% convenience fee.
8. Invoices are generated twice a week at the time of customer receipt of the product, and they are sent to the customer as soon as they are generated.

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Detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract.

Experience:

Washington Music Center's triumph lies in our Levin extended family, a seasoned sales team with decades of musical expertise. Their commitment makes us the premier single-owned music retail shop, offering enriched experiences for over 40 years. Our hands-on approach prioritizes personalized in-store exploration, ensuring satisfaction over sales. Online customers benefit from guaranteed contentment and competitive prices. With "Everything In Music" as our motto, we own our extensive inventory, avoiding consignments. Knowledgeable department managers curate instruments from beginner to virtuoso levels, accommodating diverse needs, including serious collectors. Customer feedback shapes our inventory, underscoring our dedication to a customer-centric approach.

Our School and Government Department, led by company President Alan Levin and managed by Melody O'Neil, a seasoned professional with over 15 years at Washington Music Center boasts an extensive knowledge in band and orchestral instruments, instrument repair, and strong business acumen. Melody oversees a team of experienced salespeople, including John "J.J." Przygocki, Mandy Fried, and Trey Smith, collectively bringing over 50 years of music retail administration experience. Debi Haley handles administration and customer service, contributing to our dedicated staff ready to assist schools, universities, military branches, and government agencies.

National Presence:

Our reach extends across all 50 United States and beyond, with a dedicated staff possessing vast experience and knowledge spanning musical instruments, equipment, sheet music, and sound equipment.

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WASHINGTON



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Sales Force Education:

Training opportunities with our Omnia representative will involve active participation from each department manager as we collectively learn and grow with Omnia.

Subsequently, these processes will be taught and implemented across our sales staff. Our dedicated sales team will also engage directly in any classes tailored for their specific roles, ensuring comprehensive knowledge and seamless integration of Omnia procedures.

Product Distribution:

At Washington Music Center, we streamline the shipping process by arranging drop shipments directly from the manufacturer to the buyer. To ensure efficient and reliable delivery, we leverage the services of major delivery companies such as UPS, USPS, and FedEx for the majority of shipments. In cases where items are oversized or bulk shipments, a trucking company may be engaged for transportation. It's important to note that the choice of the shipping method in a drop shipment scenario is ultimately determined by the manufacturer. They decide the most appropriate and effective means of transportation for the specific products being shipped. Regardless of the origin, all shipments originating from Washington Music Center adhere to the same high standards and utilize reliable methods to guarantee a consistent and satisfactory delivery experience for our valued customers.

Marketing Plan:

Our school and government department sales team, along with our project manager, will collaborate closely with Omnia representatives to devise effective strategies for marketing Washington Music Center to Omnia members. Our proactive approach involves reaching out to ensure our approval as a vendor on their platform, allowing us to showcase and provide our goods and services.

Additionally, we are committed to promoting the Omnia platform to potential buyers who may currently exhibit little to no activity. By leveraging our expertise and forging strong partnerships, we aim to maximize the visibility and accessibility of Washington Music Center within the Omnia community. Our Special Projects Manager (SPM) will play a pivotal role in overseeing the entire process of solicitation services, diligently managing specific calendar events such as submissions and membership renewals. The SPM will

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collaborate closely with each member of the sales department, ensuring a comprehensive approach to reaching out to prospective buyers. To establish meaningful connections, the SPM will work with individual sales team members, each assigned to a specific geographical area. The goal is to personally oversee and cultivate relationships with the appropriate department heads of potential buyers. This targeted and hands-on approach ensures that our engagement with prospective clients is both effective and tailored to their unique needs.

Tracking and Reporting:

As purchase orders are received under the Omnia / Region 4 contract, they are immediately assigned a campaign number in our computer system. This allows for accurate tracking of orders. Each month a report is generated with all of the Omnia / Region 4 orders listed. These are transferred to the reporting forms provided by Omnia and then submitted along with the 3% payment.

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Exhibit B - OMNIA Partners Administration Agreement

Washington Music Center will execute the OMNIA Partners Administration Agreement with no exceptions upon award of a contract.