

# HENDERSON COUNTY PUBLIC SCHOOLS

## PURCHASING DEPARTMENT

414 Fourth Avenue West, Hendersonville, NC 28739

Phone (828) 697-4733 Fax (828) 698-4429

March 1, 2024

RFQ NUMBER: **2024-07**

TO BE RETURNED BY: **Thursday, April 11, 2024  
2:00 PM (est)**

### REQUEST FOR QUOTES: Basic Maintenance & Repair, Cleaning, Refurbishment and Sanitization for the District's Band and Orchestra Instruments

Offeror:  
Attention:  
Address:

Refer Inquiries To: **Joni Huchzermeier, CLGPO  
Purchasing Agent  
828-697-4733  
E-Mail Address: [jdhuchzermeier@hcpsnc.org](mailto:jdhuchzermeier@hcpsnc.org)  
Requisitioned By: **Dr. Marcie Wilson, Director of Student Achievement****

#### NOTICE TO OFFEROR

**Sealed bids**, subject to the conditions made a part hereof, will be received by the Henderson County Public Schools Purchasing Department, located at 414 Fourth Avenue West, Hendersonville, NC 28739, until but not later than 2 o'clock p.m (est) on Thursday, March 14, 2024, and immediately thereafter publicly opened, and read to furnish and deliver unit pricing for the Maintenance, Repair, Refurbishment and Sterilization for the District's Band and Orchestra Instruments on an as needed basis for the Henderson County Public Schools District as described herein. Refer to Instructions for Quotes, Item 10 for proper mailing instructions.

Bids and/or addenda submitted via E-Mail or facsimile (FAX) machine or email in response to this Request for Bids **WILL NOT** be accepted. Bids may be subject to rejection unless submitted on this form.

#### EXECUTION

In compliance with this Request for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. **Failure to execute/sign bid prior to submittal may render bid invalid. Late bids will not be accepted.**

OFFEROR:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	
If you desire to "no bid" this requirement, sign and return only this page, check appropriate box(es). <input type="checkbox"/> <b>NO BID</b> <input type="checkbox"/> <b>REMOVE FROM MAILING LIST</b>			
Offer valid for 45 days from date of opening unless otherwise stated here: _____ days (See Instructions for Bids, Item 8) Prompt Payment Discount: _____% _____ days (See Instructions for Bids, Item 9)			

#### ACCEPTANCE OF QUOTE

If any or all parts of this quote are accepted by Henderson County Public Schools, a contract will be sent for signature along with request for any required documents. Once Henderson County Public Schools receive the signed contracts and requested documents, we will submit the completed recommendation package for approval of award. Final award of this contract does not ensue until the contract is fully executed by Henderson County Public Schools, and a confirming executed copy is returned to you along with a purchase order. The contract, purchase order, and this document and the provisions of the Instructions for Response, the special terms and the conditions specific to this Request for Quote, the specifications, and the Henderson County Public Schools General Terms and Conditions shall then constitute the written agreement between the parties

**INSTRUCTIONS FOR QUOTES**

1. **READ, REVIEW AND COMPLY:** It shall be the offeror's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO OFFERORS:**  
All bids are subject to the provisions of the Instructions for Bids, special terms and conditions specific to this Request for Bids, the specifications, and the Henderson County Public Schools General Contract Terms and Conditions.  
  
Henderson County Public Schools object to and will not evaluate or consider any additional terms and conditions submitted with a bid response. This applies to any language appearing in or attached to the document as part of the offeror's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**  
  
By execution and delivery of this document, the offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**  
**OFFEROR:** Company, firm, corporation, partnership, individual, etc., submitting a response to a Request for Bids.  
**TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
4. **RECEIPT OF BIDS:** Bids shall be received in strict accordance with requirements of the General Statutes of North Carolina. Bid security shall be required as prescribed by statute. Prior to opening of any bids on the project, the bidder will be permitted to change or withdraw his bid.
5. **BID EVALUATION:** The award of the contract will be made to the lowest responsible bidder as soon as practical. Before awarding a contract the Owner may require the apparent low bidder to qualify himself to be a responsible bidder.
6. **EXECUTION:** Failure to sign under EXECUTION section may render bid invalid.
7. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) Henderson County Public Schools General Contract Terms and Conditions, and (4) Instructions for Bids.
8. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the offer shall be valid for a minimum of 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
9. **PROMPT PAYMENT DISCOUNTS:** Offerors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
10. **MAILING INSTRUCTIONS:**

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

**It is desirable that all responses meet the following requirements:**

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

**Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below. It is the responsibility of the offeror to have the bid in this office by the specified time and date of opening.**

**DELIVERED BY US POSTAL SERVICE**

BID NO. 2024-07  
HENDERSON COUNTY PUBLIC SCHOOLS  
PURCHASING DEPARTMENT  
414 FOURTH AVENUE W  
HENDERSONVILLE, NC 28739

**OR****DELIVERED BY ANY OTHER MEANS**

BID NO. 2024-07  
HENDERSON COUNTY PUBLIC SCHOOLS  
PURCHASING DEPARTMENT  
414 FOURTH AVENUE W  
HENDERSONVILLE, NC 28739

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11. **TABULATIONS:** Tabulations of bids and award information can be obtained by calling the purchaser listed on the first page of this document.
12. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and offeror will be held responsible therefore. Deviations shall be explained in detail. **The offeror shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
13. **INFORMATION AND DESCRIPTIVE LITERATURE:** Offeror is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each offeror must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
14. **RECYCLING AND SOURCE REDUCTION:** It is the policy of Henderson County Public Schools to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.
- We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.
- Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
15. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum. The offeror is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
16. **ACCEPTANCE AND REJECTION:** Henderson County Public Schools reserves the right to reject any and or all bids for sound documented reasons, to waive any informality in bids and, unless otherwise specified by the offeror, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
17. **TAXES: FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency. **OTHER:** Prices offerance are not to include any personal property taxes, nor any sales or use (or fees) unless required by the North Carolina Department of Revenue.
18. **REFERENCES:** Henderson County Public Schools reserves the right to require a list of users of the exact item offered. Henderson County Public Schools may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
19. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to Henderson County Public Schools as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the offerors; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by Henderson County Public Schools to be pertinent or peculiar to the purchase in question. Unless otherwise specified by Henderson County Public Schools or the offeror, Henderson County Public Schools reserves the right to accept any item or group of items on a multi-item bid.
- In addition, on TERM CONTRACTS, Henderson County Public Schools reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by Henderson County Public Schools to be pertinent or peculiar to the purchase in question.
20. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, Henderson County Public School invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
21. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, Henderson County Public Schools will consider keeping trade secrets which the offeror does not wish disclosed confidential. Each page shall be identified in boldface at

- 22. SAMPLES:** Sample materials, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the offeror's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise, the samples will become School property. Each individual sample must be labeled with the offeror's name, bid number, and item number. A sample, on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
- 23. PROTEST PROCEDURES:** When a bidder wants to protest a contract awarded by Henderson County Public Schools resulting from this solicitation, they must submit a written request to the Purchasing Agent, Henderson County Public Schools, 414 Fourth Avenue West, Hendersonville, NC 28739. This request must be received in the Henderson County Public Schools' Purchasing Department within ten (10) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Bid status and Award notices are available by contacting the Henderson County Public Schools' Purchasing Department at (828) 697-4733. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.
- 24. MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
- 25. RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.
- 26. ADDENDA:** Any addenda to specifications issued during the time of bidding are to be considered covered in the proposal and in closing a contract they will become a part thereof. All addenda shall be acknowledged by the bidder(s) on the proposal form. Any addenda will be posted to the HCPS website.
- 27. E-VERIFY:** As required by N.C.G.S. § 143-133.3, Contractor certifies that it verifies the work authorization of each of its employees under the requirements of N.C.G.S. Article 2 of Chapter 64 ("E-Verify"). If Contractor utilizes a subcontractor of any tier, Contractor shall require all subcontractor(s) of any tier to comply with E-Verify requirements.
- 28. IRAN DIVESTMENT ACT CERTIFICATION:** Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.
- 29. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL:** By Acceptance of this purchase order, vendor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
- 30. LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL:** All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.

[illegible]

**USER: Henderson County Public Schools****NOTICE: A THIS IS A FEDERAL FUNDED SOLICITATION**

This Request for BID (RFB) is a solicitation for the purchase of supplies, materials and equipment requiring the expenditure of Federal Financial Assistant funding. Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R Part 200). By submission of a bid, Bidder certifies to accept and agree to the Uniform Guidance Contract Provision. Contract Provisions are included in this RFQ and may also be found at: [https://www.hendersoncountypublicschoolsnc.org/finance/files/2021/11/Henderson-County-Public-Schools-Uniform-Guidance-UG-and-FEMA-Contract-Provisions-2021-11-V2\\_ADA.pdf](https://www.hendersoncountypublicschoolsnc.org/finance/files/2021/11/Henderson-County-Public-Schools-Uniform-Guidance-UG-and-FEMA-Contract-Provisions-2021-11-V2_ADA.pdf)

**SECTION 1: SCOPE OF WORK**

Henderson County Public Schools is soliciting quotes for unit pricing for a one-year contract, with the option to renew for two additional one-year terms if mutually agreed upon, for the Basic Maintenance & Repair, Cleaning, Refurbishment and Sanitization for the District's Band and Orchestra Instruments. An additional section requests per unit pricing for A' la carte items as listed.

**SPECIFICATIONS:**

1. Basic Maintenance & Repair, Cleaning, Refurbishment and Sterilization will be on an by Henderson County Public Schools, the coverage shall be inclusive of the following:
  - a) Basic maintenance and repair is defined as all work required to keep the instruments in playing condition.
    - 1) **Brass:** Shall include ultrasonic cleaning, lubricating and adjusting, basic slide and valve repair and minor dent removal when necessary.
    - 2) **Woodwinds:** Shall include the replacement of pads, adjustments, springs, levels, corks and felts.
    - 3) **Strings:** Shall include: bow rehair as needed, bridge replacements as needed, Endpin repair (basses & cellos only), crack and open seam repair, new strings (violins, violas, cellos, basses) as needed, shoulder rest repair, case repair/replace, stand repair.
    - 4) **Percussion Instruments:** Shall include heads and maintenance as needed.
  - b) Pick up and return of instruments to/from the Band Director at each of their corresponding schools. **Proof of pickup and return will be required.**
2. Any District owned instrument shall be eligible for the unit pricing awarded by contract. If the Technician deems the instrument is repairable i.e. the cost of the repairs do not exceed the value of the instrument, and is classified as more than basic maintenance & repair under the unit pricing; the Technician will provide a written quote to Dr. Marcie Wilson, the Director of Student Achievement of the cost of proposed repairs. If Henderson County Public schools approves the proposed repairs, a Purchase Order will be issued and the repairs will be completed by the Vendor and paid by Henderson County Public Schools under the terms of the contract.
3. The proposed Contract **will not exceed** the total cost of Basic Maintenance & Repair, Cleaning, Refurbishment and Sanitization for the District's band and orchestra instruments listed in the provided instrument inventory (see exhibit A). However, Henderson County Public Schools **will only be responsible for the payment of basic maintenance & repair, cleaning, refurbishment and sterilization of instruments on an as needed basis** ; as well as "prior authorized" repairs not to exceed the value of the instrument. Pickup and return of all instruments shall be scheduled in advance, at a time and date to be mutually agreed upon by the awarded vendor and Henderson County Public Schools.

**NOTE:** HENDERSON COUNTY PUBLIC SCHOOLS RESERVES THE RIGHT TO ADJUST QUANTITIES UP OR DOWN AT THE UNIT PRICE AS BUDGETED FUNDS MAY ALLOW OR REQUIRE.

HENDERSON COUNTY PUBLIC SCHOOLS ALSO RESERVES THE RIGHT TO AWARD CONTRACT ON A SPLIT ORDER BASIS OR LUMP SUM BASIS IF IT IS IN OUR BEST INTEREST.

ALL MATERIALS SHOULD BE NEW AND CURRENT UNLESS OTHERWISE STATED.

**CONTRACTOR SHALL:**

- a. Furnish all labor and equipment, etc. necessary to complete the Basic Maintenance, Cleaning, Refurbishment and Sanitization for the District's band and orchestra instruments.
- b. Warranty labor and workmanship for a period of one (1) year to be free from all defects. If workmanship fails, it shall be replaced at the Vendor's expense.
- c. Vendor must provide written quotes for instruments with repairs considered beyond "Basic Maintenance & Repair" Repairs beyond basic maintenance require prior authorization by Henderson County Public Schools.
- d. By submission of a bid, the Vendor acknowledges that he has a complete understanding of the required scope of work.

**SECTION 2: TERM**

The initial term of the contract will be from date of award through June 30, 2025. No minimum or maximum quantities are implied or guaranteed herein. This contract is for an **as needed basis at the unit pricing awarded**.

**SECTION 3: RENEWAL OPTIONS**

By mutual consent, the terms of this contract may be renewed for a maximum of two (2) additional (1) one-year terms.

Henderson County Public Schools will make the decision at the end of the initial term whether they will exercise the first renewal option. Price adjustments and experience with the awarded vendor will be taken into consideration when determining whether to renew the contract (e.g. has vendor had products in stock and been able to fill orders in a timely manner, has vendor met delivery schedules as promised). Should Henderson County Public Schools decide not to renew the contract; the vendor will be notified in writing.

**SECTION 4: PRICES / FIRM BID**

Prices submitted shall remain firm and are not subject to change for the initial term of the contract.

The proposed Contract **will not exceed** the total cost of Basic Maintenance & Repair, Cleaning, Refurbishment and Sanitization for the District's band and orchestra instruments listed in the instrument inventory (see Exhibit A). **The total not to exceed amount will be determined upon the awarded vendor(s) per unit pricing based on the instruments listed in "Exhibit A"**. No minimum or maximum quantities are implied or guaranteed herein. All services will be on an **as needed basis** during the contract term; any instrument(s) to be serviced, shall be selected by Henderson County Public Schools.

Does Vendor agree? Yes \_\_\_\_\_ No \_\_\_\_\_

**Henderson County Public Schools reserves the right to make the 'firm' bid prices and renewal term price adjustments offered a factor in the award of any contract resulting from this Request for Quotes.**

**SECTION 5: PICKUP & DELIVERY**

Pick up and return of instruments to/from the Band Director at each of their corresponding schools will be required. Proof of pickup and return will be required. The vendor shall be responsible for any theft, loss or damage to the instruments while performing the services in accordance with this Agreement; and shall be responsible for the pickup and return of the instruments to the Henderson County Public Schools premises, and to provide a documented signature of acceptance by an authorized Henderson County Public Schools employee upon return delivery.

- a) **SCHEDULELING**: Contractor agrees to perform and complete the services as specified in the agreement and have the instruments returned to each location **no later than August 5, 2024**. The instruments shall be returned to the designated school on or before that date. A scheduled pickup and delivery date and time shall be mutually agreed upon between the vendor and Henderson County Public Schools. Any additional services will be determined on an as needed bases during the contract term.

Please list any other information or details regarding delivery that may be relevant to Henderson County Public Schools during the evaluation process.

**SECTION 6: WARRANTY**Provide warranty details: \_\_\_\_\_  
  
\_\_\_\_\_**SECTION 7: VENDOR OFFER**

Bid must be submitted on the forms provided herein. **ALL** pages of the bid document must be submitted in order for bid to be considered for award. Bids submitted in any other format, or without all pages, may be subject to rejection.

**SECTION 8: MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE (M/W/SBE)**

Henderson County Public Schools invites, encourages, and promotes full and equal access for participation in this procurement process by minority-owned, women-owned, small business enterprises, as well as, other responsible vendors.

Is your company a certified M/W/SBE Business? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please check the applicable category below:

- ☐ Minority Owned Business  
☐ Women Owned Business  
☐ Small Business Enterprise

Suppliers and Contractors who conduct business with Henderson County Public Schools should support the M/W/SBE program by making an effort to engage minority, women, and small businesses in the use of any subcontractors for goods and services they provide to Henderson County Public Schools to the extent available.

**Does Vendor agree when using subcontractors to take the required steps to assure that minority-owned, women-owned and small business enterprise vendors are used when possible?**

Yes \_\_\_\_\_ No \_\_\_\_\_

**SECTION 9: PAYMENT**

Payment shall be made by Henderson County Public Schools to Vendor Net 30 days after receipt of correct invoice or acceptance of goods, whichever is later.

**SECTION 10: AWARD CRITERIA**

Award is contingent upon compliance by prospective vendor with all of the following:

- 1) All Local, State and Federal Procurement Laws.
- 2) Prices offered.
- 3) Conformity with Specifications/Requirements listed in Request for Quote.
- 4) Guaranteed delivery schedule.
- 5) Transportation Charges.
- 6) Quality of products offered.
- 7) Warranty of workmanship.
- 8) General reputation and performance capabilities of the bidder (including past performance)

**QUESTIONS**

All questions regarding this quote shall be addressed in writing to Joni Huchzermeier, CLGPO, Purchasing Agent and emailed to: [jdhuchzermeier@hcpsnc.org](mailto:jdhuchzermeier@hcpsnc.org) no later than Noon on Thursday, April 4, 2024. If any questions submitted result in a change to the bid solicitation, an Addendum will be issued and posted to the Henderson County Public Schools website <https://www.hendersoncountypublicschoolsnc.org/finance/purchasing/>

**Henderson County Public Schools reserves the right to reject any or all bids for sound documented reasons**



**QUOTE FORM**

**Basic maintenance and repair is defined as all work required to keep the instruments in playing condition.**

Basic Repair and Maintenance shall **exclude** the following: *Repairs that are beyond the scope of basic maintenance, as determined by an approved technician. When additional repairs or maintenance is deemed necessary, an estimate will be provided to the Dr. Marcie Wilson and the school's Band Director for review and approval.*

- **Brass:** Shall include ultrasonic cleaning, lubricating and adjusting, basic slide and valve repair and minor dent removal when necessary.
- **Woodwinds:** Shall include the replacement of pads as needed, adjustments, springs, levels, corks and felts.

	Woodwind	Brass
Basic Maintenance & Repair (per unit pricing)		
Instrument Sterilization (per unit pricing)		

**\*\*Additional Pricing Request (A' la carte)**

- **Strings:** Shall include: bow rehair as needed, bridge replacements as needed, endpin repair (basses & cellos only), crack and open seam repair, new strings (violins, violas, cellos, basses) as needed, shoulder rest repair.

**Repairs and Maintenance**

	Violin	Viola	Cello	Bass
Bow Rehair				
Bridge Replacements				
Endpin Repair (basses and cellos only)				
Crack and Open Seam Repair				

	Violin	Viola	Cello	Bass
New Strings				
Shoulder Rest Repair				

- **Percussion Instruments:** Shall include head replacement and installation as needed.

	Timpani	Snare	Bass	Other
Drum Heads				

- =====
1. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, Henderson County Public Schools shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of, Henderson County Public Schools, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to Henderson County Public Schools for damages sustained by Henderson County Public Schools by virtue of any breach of this Contract, and Henderson County Public Schools may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due Henderson County Public Schools from such breach can be determined.
    - a) In case of default by the Contractor, Henderson County Public Schools may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
    - b) In addition, in the event of default by the Contractor under this contract, Henderson County Public Schools may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts Henderson County Public Schools has with the Contractor, and de-bar the Contractor from doing future business with Henderson County Public Schools.
    - c) Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, Henderson County Public Schools may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with it, and de-bar the Contractor from doing future business.
  2. **TERMINATION:** The Contract may be terminated by either party hereto upon thirty (30) days written notice to the other. In the event the Contract is terminated pursuant to the provisions of this paragraph, Henderson County Public Schools shall have no obligation to compensate Contractor for services which have not been performed. Unless otherwise agreed by the Parties in writing, Contractor shall continue to provide services to Henderson County Public Schools during the thirty (30) day notice period, at the same rate of service performed by Contractor during the thirty (30) days prior to receipt of notice. If Contractor fails to do so, Henderson County Public Schools may retain any monies otherwise due to Contractor.
  3. **INTERPRETATION, CONFLICT OF TERM:**

The definitions in the Instructions to Vendors in the relevant solicitation for this Contract are specifically incorporated herein.

If federal funds are involved in the transactions under this Contract, the Vendor shall comply with all applicable state and federal requirements and laws, except where State requirements are more restrictive. See the additional federal requirements included in the "Federal Funds Provisions" section below.

"Purchasing Agency" herein is as defined in 01 NCAC 05A.0112,

Contracts made in contravention of General Statutes, Chapter 143, Article 3, are void. G.S. 143-58.

In cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this Contract, including any negotiated terms; (2) requirements, specifications and administrative terms; (3) these GENERAL CONTRACT TERMS AND CONDITIONS, including the Federal Funds Provisions; (4) Definitions and other provisions in INSTRUCTIONS TO VENDORS in this solicitation, which is specifically incorporated in this Contract; (5) PRICING, and (6) Vendor's Bid, to the extent specifically and mutually incorporated into this Contract.

In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these North Carolina General Contract Terms and Conditions, the more restrictive provision will govern.
  4. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Henderson County Public Schools reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
  5. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
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6. **TAXES:** Any applicable taxes shall be invoiced as a separate line item. North Carolina G.S. § 143.59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet on of the conditions of G.S. § 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. § 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the Contract documents, the vendor certifies that it and all of its affiliates; collect(s) the appropriate taxes.

7. **SITUS AND GOVERNING LAWS:**

- a) This Contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina, including, without limitation, the relevant provisions of G.S. Chapter 143, Article 3, and the Rules in 01 NCAC Chapter 05, and any applicable successor provisions, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract, tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined. G.S. 22B-3.
- b) Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with the Contract, including those of federal, state, and local agencies having jurisdiction and/or authority, and including, without limitation, the applicable requirements in the Federal Funds Provisions, below.
- c) Non-resident Vendor corporations not formed under NC law must be domesticated in the Office of the NC Secretary of State in order to contract with Henderson County Public Schools. G.S. 55A-15-01.

8. **INSPECTION AT CONTRACTOR'S SITE:** Henderson County Public Schools reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for Henderson County Public Schools' determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

9. **DISCRIMINATION:** If applicable, Contractor and any subcontractors employed by Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

10. **NON-DISCRIMINATION COMPLIANCE:**

*Wholly State Funded Contracts.*

- a) The Vendor will take affirmative action in complying with all State requirements and laws concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability or rights, such as preserved by Governor Roy Cooper Order E.O. 24 or 25, and will take necessary action to ensure that its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.
- b) Federal Law, such as the following, applies as provided for therein: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as

amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

*Contracts Partially or Wholly Federally Funded.*

To the extent federal funding is involved in this procurement, in whole or in part, compliance with the following is required:

- c) The Vendor shall comply with all Federal Funds Provisions requirements (below) and not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor 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 Vendor 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.
- d) The Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin:
- e) The Vendor 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 Vendor's legal duty to furnish information.
- f) The Vendor 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 advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- g) The Vendor shall 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.
- h) The Vendor shall 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 shall 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.
- i) In the event of the Vendor'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 Vendor 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.
- j) The Vendor shall include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) 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 Vendor 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 Vendor (or herein "applicant," as applicable in context within these Federal Funds Provisions) becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

- k) The Vendor further agrees that it shall 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 Vendor 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.
- l) The Vendor agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- m) The Vendor further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor 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 Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Vendor 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 any relevant grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Vendor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Vendor; and refer the case to the Department of Justice for appropriate legal proceedings.

11. **FAMILY EDUCATION RIGHTS AND PRIVACY ACT:** Contractor acknowledges that Henderson County Public Schools is subject to the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. § 1232G; 34 C.F.R. 99). To the extent Contractor generates or maintains education records that are subject to FERPA, Contractor will comply with applicable FERPA requirements. Contractor will not access or make any disclosures of student education records to third parties without prior notice to and consent from Henderson County Public Schools or as otherwise provided by the law or the Contract. For purposes of the Contract, Henderson County Public Schools designates Contractor as a school official with a legitimate educational interest in the education records of participating students to the extent access to Henderson County Public School's records is required by Contractor to carry out its services. If, Henderson County Public Schools provides Contractor with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-113.20(b) or any other legally confidential information including "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the implementing regulations in Title 34, Part 99 of the Code of Federal Regulations ("FERPA"), Contractor hereby certifies that collection of this information is necessary for the performance of Contractor's duties and responsibilities under the Contract. Contractor further certifies that it will maintain the confidential and exempt status of any Social Security number information, as required by N.C.G.S. §132-1.10(c)(1), and that it will not re-disclose personally identifiable information pursuant to FERPA or by any other State or Federal laws.

12. **FERPA Electronically Stored Data Compliance:** Contractor is expressly prohibited from selling or trading any education records or personally identifiable information acquired under the Contract. Furthermore, Contractor agrees not to attempt to re-identify students from aggregated data. Further, Contractor will not use any personally identifiable information or education records to advertise or market to students of Henderson County Public Schools or their parents. Any personally identifiable information and education records held by Contractor pursuant to the Contract will be made available to Henderson County Public Schools upon request. Contractor will store and process all data using appropriate

administrative, physical, and technical safeguards to secure personally identifiable information and education records from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification to Henderson County Public Schools in the event of a security or privacy incident, as well as procedures for responding to a breach of data. Contractor agrees to share its incident response plan upon request. Contractor shall, for all personally identifiable data and education records in its possession and in the possession of any subcontractors, or agents to which it has transferred data as permitted herein, destroy or de-identify such data when such data is no longer needed to perform the Contract. If Contractor experiences a security breach concerning any information covered by the Contract, and such breach is covered by N.C.G.S. §75.61(14), then Contractor will (a) fully comply with Contractor's obligations under the N.C. Identity Theft Protection Act, (b) immediately notify Henderson County Public Schools with the information listed in N.C.G.S. §75-65(d)(1-4), and (c) fully cooperate with the Board in carrying out its obligations under said Identity Theft Protection Act. Contractor will indemnify Henderson County Public Schools for any breach of confidentiality or failure of its responsibilities to protect confidential information, and for cost of notification of affected persons as a result of its accidental or negligent release of personally identifiable information or education records provided to Contractor pursuant to the Contract.

13. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this Contract. Henderson County Public Schools is responsible for all payments to the Contractor under the contract. Henderson County Public Schools does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties or attorney's fees. This Contract will not be construed as an agreement by Henderson County Public Schools to pay such costs and will be paid only as ordered by a court of competent jurisdiction.
14. **NORTH CAROLINA PUBLIC RECORDS LAW:** Contractor acknowledges that Henderson County Public Schools is subject to the requirements of North Carolina's Public Records Law ("NCPRL"), N.C.G.S. § 132-1, *et. seq.* The Contract and any related documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received by Henderson County Public Schools in connection with the transaction of the Contract may be considered a "public record," subject to disclosure under the NCPRL. Henderson County Public Schools is under no obligation to notify Contractor prior to its compliance of its duties under NCPRL.
15. **CONDITION AND PACKAGING:** Unless otherwise expressly provided by special terms and conditions or specifications in the Contract or by express, specific federal law or rule, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose, is newly manufactured, and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
16. **STANDARDS (if applicable):** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
- The complete product(s) offered herein, and NOT merely its component parts or subsystems, must comply with the above requirement for safety listing. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings, and any other actions required to supply conforming products to Henderson County Public Schools as described in this RFQ, are the sole responsibility of the Vendor. The certifications or safety label shall be affixed and be visible on the OUTSIDE of all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection.
17. **WARRANTY:** Contractor warrants to Henderson County Public Schools that all equipment furnished will be new, of good material and workmanship, and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, for a minimum period of twelve (12) months from date of receipt. Such replacement shall include all parts, labor, and transportation cost to the location where equipment is

down, free of any charge to Henderson County Public Schools.

18. **ADVERTISING:** Vendor agrees not to use the existence of the Contract or the name of Henderson County Public Schools as part of any commercial advertising or marketing of products or Services except as provided in 01 NCAC 05B.1516. A Vendor may inquire whether the District is willing to be included on a listing of its existing customers.
19. **ACCESS TO PERSONS AND RECORDS:** During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 *et seq.*, typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.
20. **ASSIGNMENT OR DELEGATION OF DUTIES:** As a convenience to the Vendor, Henderson County Public Schools may include any person or entity designated by the Vendor in writing as a joint payee on the Vendor's payment check. In no event shall such approval and action obligate Henderson County Public Schools to anyone other than the Vendor.
- If Vendor requests any assignment, or delegation of duties, the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon written request, Henderson County Public Schools may, in its unfettered discretion, approve an assignment or delegation to another responsible entity acceptable to the District, such as the surviving entity of a merger, acquisition or a corporate reorganization if made as part of the transfer of all or substantially all of the Vendor's assets. 01 NCAC 05B.1507. Any purported assignment or delegation made in violation of this provision shall be void and a material breach of the Contract. G.S. 143-58.
21. **INSURANCE:** This section provides minimum insurance coverage rates that are applicable to most moderate risk solicitations. Agency Risk Analysis will determine if higher insurance coverage amounts are needed based on the likelihood and severity of exposure to Henderson County Public Schools. The analysis is documented in writing in the official file and considers the following non-exclusive factors:

1. Potential for damage to District property or property of a third party,
2. Potential for bodily injury to District employees or third parties,
3. Whether Vendor will transport District property, clients, or employees,
4. Use of a vehicle to accomplish the work or to travel to or from District locations,
5. Anticipated physical contacts of the Vendor with the District,
6. Anticipated number and activity of Vendor personnel within the District, and
7. Any other unique considerations that could result in harm, bodily injury, or property damage.

Henderson County Public Schools has specified elsewhere in this Contract any increase in the minimum insurance coverage requirements below if the risk from the above factors is high.

**a) REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of the Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the NC Commissioner of Insurance to do business in North Carolina. The Vendor shall always comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations or the indemnification requirements under the Contract. As provided above, Henderson County Public Schools is authorized, upon written evaluation and substantiation in the official file of the significant risk of bodily injury and/or property or other damage in the contract, to require and enforce higher coverage limits to mitigate the potential risk of liability to the District.

**b) COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Vendor shall provide and maintain the following coverage and limits, subject to higher requirements by an agency after the risk analysis indicated above:

1. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$150,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to

provide the same coverage for any of its employees engaged in any work under the Contract within the State.

2. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
3. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

c) **CERTIFICATE OF INSURANCE:** The Contractor shall furnish a Certificate of Insurance as proof of the above coverages to Henderson County Public Schools **prior** to the effective date of Contract. Certificate will contain provision that the insurance coverages cannot be canceled, reduced in amount or coverage eliminated without 30 days written notice to Henderson County Public Schools. Owner's Protective insurance must list Henderson County Public Schools as a "Named Insured" as its interest may appear. Henderson County Public Schools reserves the right to require higher or lower insurance limits where warranted. Henderson County Public Schools shall maintain its usual and customary insurance coverage and/or coverage agreement.

22. **OWNERSHIP OF WORK PRODUCT:** All works authored, produced, developed, or reduced to practice by Contractor for the benefit of Henderson County Public Schools during its provision of the services in the Contract shall be owned by Henderson County Public Schools and Henderson County Public Schools shall have all common law, statutory, and other reserved rights therein.

23. **INDEMNIFICATION CONTRACTOR, FOR ITSELF AND ITS EMPLOYEES, AGENTS, VOLUNTEERS AND PARTICIPANTS, DOES HEREBY INDEMNIFY AND HOLD HARMLESS, HENDERSON COUNTY PUBLIC SCHOOLS, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS, ATTORNEYS' FEES AND LIABILITY ARISING OUT OF OR RESULTING FROM CONTRACTOR'S PERFORMANCE HEREUNDER AND HEREBY ASSUMES THE RISK OF INJURY OR LIABILITY AND AGREES NOT TO SUE HENDERSON COUNTY PUBLIC SCHOOLS FOR ANY INJURY OR LIABILITY ARISING OUT OF OR RESULTING FROM CONTRACTOR'S PERFORMANCE HEREUNDER.**

24. **ANTI-TRUST:** The Contract has been entered into in compliance with state and federal antitrust laws. Contractor certifies by entering into the Contract:

- a) That the Contractor and/or any of its Principals is not presently debarred, per the State's website (<http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors>) and Federal Excluded Parties List ([www.sam.gov/portal/public/SAM](http://www.sam.gov/portal/public/SAM)); or suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into the Contract by any federal agency or by any department, agency or political subdivision of the State.
- b) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- c) The Contractor shall provide immediate written notice to Henderson County Public Schools if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d) The certification in this section is a material representation of fact upon which reliance is placed by Henderson County Public Schools in making the Contract. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to Henderson County Public Schools, then Henderson County Public Schools may terminate the Contract for default.

25. **TRAVEL EXPENSES:** Unless otherwise stated in the Contract, the agreed upon price for the services provided herein includes travel expenses, accommodation expenses and any and all other expenses, costs, and remuneration (including, but not limited to, equipment, tools, and supplies) the Parties have agreed to unless otherwise provided for in the Contract.



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26. **AFFILIATION:** Contractor shall not represent itself as affiliated with or endorsed by Henderson County Public Schools without the prior written consent. Contractor shall not use any of Henderson County Public School's logos, images, trademarks, or copyrights without prior written consent. The Contract shall not be used for advertising by Contractor without prior approval of Henderson County Public Schools.
27. **ASSIGNMENT:** Unless agreed to in writing by Henderson County Public Schools, the Contract is not assignable. Any attempt to assign the Contract to any third party shall be null and void and shall relieve Henderson County Public Schools of any further liability under the Contract.
28. **COMPLIANCE WITH LAW & BOARD POLICY:** Contractor agrees to comply with all federal and State laws, rules, regulations, administrative requirements, and Board of Education Policies and Procedures applicable to its provision of the services. Contractor declares that it has complied with all federal, state, and local laws and regulations regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under the Contract.
29. **ATTORNEY'S FEES:** In the event of a dispute between the Parties regarding the enforceability of the Contract, each party shall be responsible for its own attorney's fees.
30. **CHOICE OF LAW:** The Parties agree that the Contract was entered into in the State of North Carolina and that the laws of North Carolina shall govern the Contract, as to interpretation and performance. It is further agreed that the place of the Contract, its situs and forum, will be in the county in North Carolina where Henderson County Public School's Central Office is located.
31. **VENUE:** The Parties agree that the proper venue for any claims brought hereunder is in the county in North Carolina where Henderson County Public School's Central Office is located.
32. **FORCE MAJEURE:** Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of the Contract if the party's failure to perform is attributable to war, riot or other disorder, strike or other work stoppage; fire; flood; storm; illness; pandemic, communicable disease, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. However, Henderson County Public Schools will be entitled to a refund for fees paid on account of services not rendered by Contractor including any and all deposits.
33. **NON-APPROPRIATION:** Henderson County Public Schools agrees to duly request the appropriation of funds from its funding sources for all payment amounts specified in the Contract through its annual funding request at levels consistent with the prior fiscal year. Notwithstanding anything to the contrary herein, if the funds that Henderson County Public Schools requests for a fiscal year are reduced or not appropriated, Henderson County Public Schools will not be obligated to pay amounts due beyond the end of the last fully funded fiscal year. If a non-appropriation event occurs, Henderson County Public Schools will notify Contractor, the Contract will terminate at the end of the last fiscal year for which funds were fully appropriated, and Henderson County Public Schools will not be in default or material breach of the Contract.
34. **INTEGRATION & AMENDMENT:** The Contract is fully integrated and represents the entire understanding between the Parties. The Contract may be modified or amended only by written instruments signed by both Parties. Unless explicitly stated in the Contract, nothing contained in the Contract is intended to benefit any third party. The Contract shall be deemed to have been drafted by both Parties and any ambiguities in the construction of the Contract shall not be construed solely against Henderson County Public Schools.
35. **SEVERABILITY:** The Contract is severable and if any provisions of the Contract are deemed invalid or illegal by a court of competent jurisdiction, the other remaining provisions of the Contract shall remain valid and enforceable.
36. **EXECUTION:** The Contract may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.
37. **AUTHORITY:** Both Parties executing the Contract acknowledge that they have authority to bind their respective party to the terms and conditions set forth in the Contract.
38. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign or governmental immunity or other State or federal constitutional or statutory provision or principle that otherwise would be available to Henderson County Public Schools under applicable law.

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39. **PRE-AUDIT CERTIFICATION:** Execution of the Pre-Audit Certification on the Contract and/or purchase order is a condition precedent to the effectiveness of the signatures.
40. **ACKNOWLEDGMENT:** The undersigned represents and acknowledges that they have carefully read the entire Contract (and any attachments), understand the Contract (and any attachments) and its consequences, and knowingly and voluntarily enter into the Contract.
41. **ENTIRE AGREEMENT:** The Contract (including any documents mutually incorporated specifically therein) resulting from a relevant solicitation represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
42. **ELECTRONIC RECORDS:** Henderson County Public Schools may digitize all Vendor responses to the relevant solicitation, if not received electronically, as well as any awarded Contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any official electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."
43. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by Henderson County Public Schools and the Vendor.
44. **QUANTITIES:** The award of a contract neither implies nor guarantees any minimum or maximum purchases there under.
45. **PRICE ADJUSTMENTS:** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the Vendor to other customers.
- Notification:** Must be given to Henderson County Public Schools, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
- a. **Decreases:** Henderson County Public Schools shall receive full proportionate benefit immediately at any time during the contract period.
- b. **Increases:** All prices shall be firm against any increase for a minimum of 180 days from the effective date of the contract. After this period, a request for increase may be submitted with Henderson County Public Schools reserving the right to accept or reject the increase or cancel the contract. Such action by Henderson County Public Schools shall occur not later than fifteen (15) days after the receipt by Henderson County Public Schools of a properly documented request for price increase. Any increases accepted shall become effective not later than thirty (30) days after the expiration of the original fifteen (15) days reserved to evaluate the request for increase.
- Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be shown on invoice as a separate item.
46. **WARRANTY:** The Vendor warrants to Henderson County Public Schools that all equipment furnished under this specification will be new, of good material and workmanship, and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, for a minimum period of twelve (12) months from date put in operation. Such replacement shall include all parts, labor, and transportation cost to the location where equipment is down, free of any charge to the owner or his representative.
47. **CRIMINAL BACKGROUND CHECKS:** Contractor certifies that as of the date of the signed contract, or acceptance of a purchase order, background checks have been performed for all personnel who will have any type of direct contact with the students and staff of Henderson County Public Schools in the performance of this contract. Contractor shall provide a complete list of names and job related duties of all personnel that will be assigned in any capacity to handle Henderson County Public School's account. Copies of background checks for all personnel will also be included. Contractor shall notify Henderson County Public Schools immediately and provide required information should changes in personnel occur, or if any existing personnel is charged of any criminal activity.

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48. **E-VERIFY:** As required by N.C.G.S. § 143-133.3, Contractor certifies that it verifies the work authorization of each of its employees under the requirements of N.C.G.S. Article 2 of Chapter 64 ("E-Verify"). If Contractor utilizes a subcontractor of any tier, Contractor shall require all subcontractor(s) of any tier to comply with E-Verify requirements
49. **JESSICA LUNSFORD ACT:** Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. Contractor agrees to conduct an annual check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all of its employees whose job involves direct interaction with students as part of the job. Henderson County Public Schools prohibits any personnel listed on such registries from being on any property owned or operated by Henderson County Public Schools and from having any direct interaction with students. As a term of this Contract, said checks must be performed by the Contractor and reported to Henderson County Public School's Superintendent or designee, if Contractor's employees will be working directly with students. **Under provisions set forth in the Jessica Lunsford Act under North Carolina law, Contractor certifies that by entering into a contract with Henderson County Public Schools, neither Contractor nor any employee or agent of Contractor, is listed as a sex offender on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and/or the National Sex Offender Registry.**
50. **NO WAIVER:** Notwithstanding any other language or provision in the Contract or in any Vendor-supplied material, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to Henderson County Public Schools under applicable law. The waiver by the District of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
51. **INDEPENDENT CONTRACTOR:** It is understood that Contractor executes the Contract as an independent contractor and that Contractor shall have the exclusive control over the means, methods and details of fulfilling its obligation under the Contract. The Contract is not intended and shall not be construed to create the relationship of principal-agent, master-servant, employer-employee, partnership, joint venture, joint enterprise, or association between the Parties or any of their owners, officers, directors, members, managers, partners, representatives, employees or agents. Contractor agrees to perform and discharge all obligations of an independent contractor under any and all laws, whether existing or in the future in any way pertaining to the tasks hereunder, including but not limited to Social Security laws, Workers' Compensation Insurance, income taxes, and State Employment Insurance taxes or contributions; and Contractor will hold Henderson County Public Schools harmless against all such laws. Neither federal nor state local income tax, nor payroll tax of any kind shall be withheld or paid by Henderson County Public Schools on behalf of the Contractor or the employees of Contractor. No Worker's Compensation Insurance shall be obtained by Henderson County Public Schools concerning Contractor or Contractor's employees.
52. **SUBCONTRACTING:** Contractor shall not subcontract any portion of the work to be performed under this Contract without prior written approval of Henderson County Public Schools.
53. **NOTICE:** Any notice required or desired to be given under the Contract shall be deemed given if in writing and sent by certified mail to the principal office of Henderson County Public Schools at: 414 Fourth Avenue West, Hendersonville, NC 28739. Attention: Purchasing Agent.
54. **AUDIT:** During and after the term of the contract, the State Auditor, or any Auditor contracted by Henderson County Public Schools, may be given access to persons and records of the Contractor that are generated as a result of, or are related to, the Contract for purposes of verifying accounts and data affecting fees or performance, as provided in G.S. § 143-49(9). Contractor shall keep all records for 3 years after the end of the contract period.
55. **CONFIDENTIALITY:** Vendor information that cannot be shown to be, e.g., a trade secret, may be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at G.S. 132.1. Blanket assertions of confidentiality are not favored, but confidentiality of specific material meeting one or more exceptions in the SPRA will be honored. Vendors are notified that if the confidentiality of material is challenged by other parties, the Vendor has the responsibility of defending the assertion of confidentiality. G.S. 143-52(a).
56. **CARE OF DISTRICT AND PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse Henderson County Public Schools for loss of damage of such property.

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57. **PROTECTION OF WORK, PROPERTY AND THE PUBLIC:** The Vendor shall be responsible for the safe and prudent use of the site and work in progress. The Vendor shall be responsible for any damage to Henderson County Public Schools' property, or that of others on the job, and shall make good such damages.

The Vendor shall adhere to all applicable rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards. There shall be no tobacco products inside or outside of buildings, since all Henderson County Public Schools buildings and properties are tobacco-free. There shall be no alcoholic beverages, drugs, or firearms on any Henderson County Public Schools property.

The Vendor and its employees will observe the posted safety requirements of Henderson County Public Schools and those required by law. The Vendor is responsible for the safety of its employees at all times while on Henderson County Public Schools' premises.

58. **FEDERAL UNIFORM ADMINISTRATIVE REQUIREMENTS:** Federal Funds. The Contractor shall make all necessary inquiries to correctly identify all sources of funding for Contract. If the source of funds for Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable), unless a more stringent state or local law or regulation is applicable: Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Domestic Preferences for Procurement (2 C.F.R. § 200.322); Procurement of Recovered Materials (2 C.F.R. § 200.323); Prohibition on certain telecommunications and surveillance services or equipment (Public Law 115-232, section 889) and Record Retention Requirements (2 CFR § 200.334).

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**HENDERSON COUNTY PUBLIC SCHOOLS****REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS  
UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

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**The following provisions are required and apply when federal funds are expended by Henderson County Public Schools (the District) for any contract resulting from this procurement process.**

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Henderson County Public Schools, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by Henderson County Public Schools, the District reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Henderson County Public Schools also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Henderson County Public Schools believes, in its sole discretion that it is in the best interest of the District to do so. The vendor will be compensated for work performed and accepted and goods accepted by Henderson County Public Schools as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and Henderson County Public Schools reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 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 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when federal funds are expended by Henderson County Public Schools on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, 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 (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). 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. 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. The contracts 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 (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”). The 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 the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by Henderson County Public Schools, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, 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 (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, 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. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by Henderson County Public Schools, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 CFR 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 the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Henderson County Public Schools, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award 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 the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Henderson County Public Schools, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Henderson County Public Schools, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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 must also disclose any lobbying with non-

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Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Henderson County Public Schools, the vendor certifies that during the term and after the awarded term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The vendor further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the vendor, 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

(J) Prohibition on certain telecommunications and video surveillance services or equipment.

This Contract, if federal funding is used, is a covered transaction for purposes of 2 C.F.R. §200.216. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also §200.471.

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –  
2 CFR § 200.333**

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When federal funds are expended by Henderson County Public Schools for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS  
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS  
IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

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When federal funds are expended by Henderson County Public Schools for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When federal funds are expended by Henderson County Public Schools for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

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**By “Execution” (see page 1) of this contract, vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

**Rev 02/2023**



**Henderson County Public Schools  
Uniform Guidance Required Contract Provisions  
(Codified at 2 C.F.R. Part 200, Appendix II)**

If the source of all or part of the funding for this Agreement is federal funds, the following provisions apply as listed here, pursuant to 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Because this purchase may be funded in part or wholly through federal funds, these provisions are attached and become a part of the contractual agreement between Contractor/Vendor and Henderson County Public Schools. In addition, the terms of this section are considered part of this solicitation and are applicable for projects/work that may be reimbursed through a federal program. In the event of a conflict in terms, the terms of this section will controls.

By signing below, Contractor/Vendor certifies that during the term of an award for this contract, they, and any subcontractor, will comply with all 'applicable' requirements as referenced in these Contract Provisions, and that they are authorized to sign this certification.

Does vendor agree? YES \_\_\_\_ NO \_\_\_\_

Vendor: \_\_\_\_\_

<b>BY:</b> _____	_____	_____
SIGNATURE	PRINT NAME AND TITLE	DATE

**Termination for cause and for convenience**

- (1) **Termination for Convenience.** The Agreement may be terminated by HCPS without cause upon no less than thirty (30) days written notice.
- (2) **Termination for Cause.** Each term and condition of the Agreement is material and any breach or default by either party in the performance of each such term and condition will be a material breach or default of the Agreement. Either party may terminate the Agreement in the event the other party materially breaches or defaults in the performance of any of its obligations hereunder, and such default continues for thirty (30) days after written notice thereof is provided to the breaching party by the non-breaching party. Any termination will become effective at the end of such thirty (30) day period unless the breaching party cures any such breach or default prior to the expiration of such period.
- (3) **Termination Process.** All written notices must be delivered by certified mail, return receipt requested, by electronic mail, or in person. In case of termination under the Agreement, only fees for services rendered (or products provided) by the Vendor through the date of termination, if any, will be due and payable, and all work in progress will become property of HCPS and will be turned over promptly by the Vendor. Upon receipt of written notice of termination, up until the date of termination, the Vendor will make reasonable efforts to limit the incursion of additional fees and perform only those services necessary for the timely delivery of work in progress to HCPS and/or to correct a material breach or default, as 2 C.F.R. Part 200, Appendix II, Contract Provisions Page 2 applicable. The Parties will not be relieved of the duty to perform their obligations up to and including the date of termination. A termination penalty may not be charged against HCPS.

**Remedies**

Any award under this procurement process is not exclusive and Henderson County Public Schools reserves the right to purchase goods and services from other vendors when it is in its best interest. The Contractor/Vendor may not proscribe an exclusive remedy in regard to this contract. In the event of a default by the Contractor/Vendor, HCPS shall have the right to exercise its legal and equitable remedies including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement.

**A. Equal Employment Opportunity (41 C.F.R. Part 60)**

During the performance of this contract, 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 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 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.

**B. Copeland "Anti-Kickback" Act (40 U.S.C. 3145)**

Contractor shall comply with the requirements of 29 C.F.R. Part 3, which are hereby incorporated by reference in this Agreement. The Contractor is 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 is otherwise entitled.

**C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

No Contractor employing laborers or mechanics shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and ½ times the basic rate of pay for each hour worked over 40 hours. No laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

**D. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**

Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act, as amended.

**E. Debarment and Suspension (Executive Orders 12549 and 12689)**

Contractor agrees it is not listed as a party debarred, suspended, or otherwise excluded by agencies in the System for Award Management. Contractor agrees it is not declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification 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. 1352offer 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."

**The Contractor further certifies that:**

No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(a) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(b) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients 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. 2 C.F.R. Part 200, Appendix II, Contract Provisions Page 14.

**The Contractor/Vendor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor/Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statement, apply to this certification and disclosure, if any.**

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<b>Signature (Authorized Official)</b>	<b>Print Name/Title of Authorized Official</b>	<b>Date</b>
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**G. Procurement of Recovered Materials (2 C.F.R. § 200.323)**

Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

**H. Record Retention Requirements (2 C.F.R. § 200.334)**

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency. Contractor agrees to any other retention requirements imposed by the Federal awarding agency.

**I. Davis-Bacon Act Requirements (40 U.S.C. 3141-3148)**

**Minimum Wages.**

1. All laborers and mechanics employed under this Agreement in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
2. Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Agreement shall be classified in conformance with the wage determination.

3. Whenever the minimum wage rate prescribed in the Agreement for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
4. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Withholding of funds. The Owner or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Agreement or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Agreement. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the Agreement, the Owner or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. The Owner or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due. Payrolls and basic records.

1. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
2. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to the Owner or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
3. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Agreement and shall certify the following:
  - a. That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
  - b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
  - c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Agreement.

4. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
5. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
6. The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of the Owner or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Owner or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Contract termination; debarment. A breach of these requirements may be grounds for termination of the Agreement and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Agreement.

Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this Agreement, if any. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors), the Owner, the U.S. Department of Labor, or the employees or their representatives.

Certification of eligibility. By entering into this Agreement, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

In addition to complying with the above laws and regulations, the Contractor agrees to require any subcontractors employed pursuant to this Agreement to comply with the same.

**J. Prohibition on certain telecommunications and video surveillance services or equipment.**

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also § 200.471.

**K. Domestic preferences for procurements**

As appropriate and to the extent consistent with law, the non-Federal entity 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **Changes**

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. The contractor's failure to do so shall constitute a material breach of the contract.

### **Department of Homeland Security Seal, Logo, and Flags**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

### **Compliance with Federal Law, Regulations, and Executive Orders**

Contractor acknowledges and agrees to comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### **No Obligation by Federal Government**

Henderson County Public Schools and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Henderson County Public Schools, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions

### **Program Fraud and False or Fraudulent Statements or Related Acts**

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. Upon execution of the underlying contract, the 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 Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the 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 the Contractor to the extent the Federal Government deems appropriate.

The 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, 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.

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



"EXHIBIT A"			
Type	Manufacturer	Model	Location
10" Tom	Yamaha	CT810	AVMS
12" Tom	Yamaha	CT812	AVMS
Alto Saxophone	Buescher	Aristocrat	AVMS
Alto Saxophone	Conn	20M	AVMS
Alto Saxophone	Conn	Pan American	AVMS
Alto Saxophone	Conn	UNKNOWN	AVMS
Alto Saxophone	Etude	EAS-100	AVMS
Alto Saxophone	Merano	UNKNOWN	AVMS
Alto Saxophone	Selmer	Bundy II	AVMS
Alto Saxophone	Selmer	Bundy II	AVMS
Alto Saxophone	UNKNOWN	UNKNOWN	AVMS
Alto Saxophone	Yamaha	YAS-21	AVMS
Baritone Saxophone	Jupiter	JBS100SG	AVMS
Bass Clarinet	LeBlanc	7168	AVMS
Bass Clarinet	Selmer	430P	AVMS
Bass Clarinet	Yamaha	YCL-221 II	AVMS
Bass Clarinet	Yamaha	YCL-221 II	AVMS
Bells	Ross	120	AVMS
Bells	Yamaha	YG-1210	AVMS
Chimes	Musser	665	AVMS
Clarinet	Artley	17S	AVMS
Clarinet	Artley	18S Prelude	AVMS
Clarinet	Buffet	B12	AVMS
Clarinet	Buffet	B12	AVMS
Clarinet	Buffet	B12	AVMS
Clarinet	Bundy	577	AVMS
Clarinet	LeBlanc	Vito 7212	AVMS
Clarinet	LeBlanc	Vito 7212 Reso-Tone 3	AVMS

Clarinet	Leblanc	Vito 7212 Reso-Tone 3	AVMS
Clarinet	LeBlanc	Vito 7212 Reso-Tone 3	AVMS
Clarinet	Leblanc	Vito 7214	AVMS
Clarinet	Monique	Gold Sig. Series Pro 1 Model	AVMS
Clarinet	Selmer	1401	AVMS
Clarinet	Selmer	CL301	AVMS
Clarinet	Selmer	Liberty	AVMS
Clarinet	Selmer	Signet Resonite	AVMS
Clarinet	Vito	UNKNOWN	AVMS
Clarinet	Vito	UNKNOWN	AVMS
Concert Bass Drum	Ludwig	NA	AVMS
Cornet	King	Cleveland 602	AVMS
crash cymbals (2)	Zildjian	ZXT 18"	AVMS
cymbal	Sabian	B8 20"	AVMS
cymbal	Zildjian	ZBT 16"	AVMS
Euphonium	Holton	B625R	AVMS
Euphonium	Jupiter	JBR-462	AVMS
Euphonium	Jupiter	JBR-462	AVMS
Euphonium	Yamaha	YEP321	AVMS
Flute	Armstrong	104	AVMS
Flute	Gemeinhardt	2NP	AVMS
Flute	Oldston	Ambassador	AVMS
Flute	Selmer	Bundy	AVMS
Flute	Selmer	Bundy	AVMS
Horn (Double)	Blessing	49	AVMS
Horn (Double)	Conn	6D	AVMS
Horn (Double)	Conn	6D	AVMS
Horn (Double)	Conn	UNKNOWN	AVMS
Horn (Double)	Eastman	UNKNOWN	AVMS
Horn (Single)	Conn	14D	AVMS

Horn (Single)	Conn	14D	AVMS
Horn (Single)	Conn	UNKNOWN	AVMS
Horn (Single)	Holton	H602	AVMS
Horn (Single)	King	UNKNOWN	AVMS
Snare Drum and Stand	Pearl	EX	AVMS
Tenor Saxophone	Unknown	Unknown	AVMS
Timpani 24"	Ludwig	unknown	AVMS
Timpani 26"	Ludwig	326F	AVMS
Timpani 30"	Ludwig	326F	AVMS
Timpani 23"	Majestic	MTG02AP	AVMS
Timpani 26"	Majestic	MTG02AP	AVMS
Timpani 29"	Majestic	MTG02AP	AVMS
Trombone	Bach	UNKNOWN	AVMS
Trombone	Bach	UNKNOWN	AVMS
Trombone	Cleveland	605	AVMS
Trombone	Conn	Director	AVMS
Trombone	Holton	TR 602	AVMS
Trombone	King	606	AVMS
Trombone	Olds	UNKNOWN	AVMS
Trombone	Olds	UNKNOWN	AVMS
Trombone	Selmer	Bundy	AVMS
Trombone	Yamaha	YSL-354	AVMS
Trumpet	Academic	UNKNOWN	AVMS
Trumpet	King	600	AVMS
Trumpet	King	Tempo 600	AVMS
Trumpet	King	Tempo 600	AVMS
Trumpet	Olds	Ambassador	AVMS
Trumpet	Selmer	Bundy	AVMS
Trumpet	Selmer	Bundy	AVMS
Trumpet	UNKNOWN	UNKNOWN	AVMS

Trumpet	Bach	TR300	AVMS
Trumpet	Bach	TR300	AVMS
Trumpet	Conn	Director	AVMS
Trumpet	Yamaha	YTR 2335	AVMS
Tuba	Yamaha	YBB 103	AVMS
Tuba	Besson	600	AVMS
Tuba	Jupiter	JTU700	AVMS
Tuba	King	2340	AVMS
Tuba	King	2340	AVMS
Tuba	Yamaha	YBB-201	AVMS
Xylophone	Majestic	X6535D	AVMS
Xylophone	Musser	M51	AVMS
<b>Type</b>	<b>Manufactuer</b>	<b>Model</b>	<b>Location</b>
Cello Outfit 1/2 Eastman VC80SBC w/ Tourte Bow	Eastman	VC80SBC w/ Tourte Bow	FRMS
Cello Outfit 3/4 Eastman	Eastman	VC80SBC w/ Tourte Bow	FRMS
Cello Outfit 3/4 Eastman VC80SBC w/ Tourte Bow	Eastman	VC80SBC w/ Tourte Bow	FRMS
Cello Outfit 3/4 Eastman VC80SBC w/ Tourte Bow	Eastman	VC80SBC w/ Tourte Bow	FRMS
Cello Outfit 4/4 Eastman VC80SBC w/ Tourte Bow	Eastman	VC80SBC w/ Tourte Bow	FRMS
Cello Outfit 4/4 Eastman VC80SBC w/ Tourte Bow	Eastman	VC80SBC w/ Tourte Bow	FRMS
Violin Outfit 4/4 Eastman VL80SBC w/ Tourte Bow	Eastman	VC80SBC w/ Tourte Bow	FRMS
Violin Outfit 4/4 Eastman VL80SBC w/ Tourte Bow	Eastman	VC80SBC w/ Tourte Bow	FRMS
Violin Outfit 4/4 Eastman VL80SBC w/ Tourte Bow	Eastman	VC80SBC w/ Tourte Bow	FRMS
Violin Outfit 4/4 Eastman VL80SBC w/ Tourte Bow	Eastman	VC80SBC w/ Tourte Bow	FRMS
Violin Outfit 4/4 Eastman VL80SBC w/ Tourte Bow	Eastman	VC80SBC w/ Tourte Bow	FRMS
Violin Outfit 4/4 Eastman VL80SBC w/ Tourte Bow	Eastman	VC80SBC w/ Tourte Bow	FRMS
Violin Outfit 4/4 Eastman VL80SBC w/ Tourte Bow	Eastman	VC80SBC w/ Tourte Bow	FRMS
Violin Outfit 4/4 Eastman VL80SBC w/ Tourte Bow	Eastman	VC80SBC w/ Tourte Bow	FRMS
Bass Outfit 1/2 Eastman VB80ST w/ Tourte Bow	Eastman	VB80ST w/ Tourte Bow	FRMS
Alto Saxophone Buffet 100	Buffet	100	FRMS
Violin Outfit 3/4 Eastman	Eastman	VL80SBC w/ Tourte Bow	FRMS
Violin Outfit 3/4 Eastman VL80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	FRMS

Violin Outfit 3/4 Eastman VL80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	FRMS
Violin Outfit 3/4 Eastman VL80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	FRMS
Violin Outfit 3/4 Eastman VL80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	FRMS
Violin Outfit 1/2 Eastman VL80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	FRMS
Violin Outfit 3/4 Eastman VL80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	FRMS
Violin Outfit 3/4 Eastman VL80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	FRMS
Violin Outfit 3/4 Eastman VL80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	FRMS
Violin Outfit 3/4 Eastman VL80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	FRMS
Violin Outfit 3/4 Eastman VL80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	FRMS
Violin Outfit 3/4 Eastman VL80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	FRMS
Violin Outfit 3/4 Eastman VL80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	FRMS
Violin Outfit 3/4 Eastman VL80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	FRMS
Viola Outfit 14" Eastman VA80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	FRMS
Viola Outfit 14" Eastman VA80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	FRMS
Viola Outfit 14" Eastman VA80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	FRMS
Viola Outfit 14" Eastman VA80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	FRMS
Viola Outfit 14" Eastman VA80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	FRMS
Cello Outfit 3/4 Eastman VC80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	FRMS
Cello Outfit 4/4 Eastman VC80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	FRMS
Bass Eastman VB80 1/4 Outfit	Eastman	VB80 1/4 Outfit	FRMS
Viola Eastman VA80 15" Outfit	Eastman	VA80 15" Outfit	FRMS
Viola Eastman VA80 15" Outfit	Eastman	VA80 15" Outfit	FRMS
Viola Eastman VA80 15" Outfit	Eastman	VA80 15" Outfit	FRMS
Viola Eastman VA80 15" Outfit	Eastman	VA80 15" Outfit	FRMS
<b>Type</b>	<b>Manufacturer</b>		<b>Location</b>
Bass 1/4	"1/4 Bass"		HMS
Bass 3/4	Cremona - 2002		HMS
Bass 3/4	No label (Gamba shape, dark varnish)		HMS
Bass 1/4	Samuel Eastman VB80 - 2021		HMS
Bass 1/2	Kaplan - 2022		HMS
Bass 1/4	Samuel Eastman VB80 - 2023		HMS

Bass 3/4	Samuel Eastman VB80 - 2021		HMS
Bass 1/4	Kaplan - 2020		HMS
Cello 3/4	Samuel Eastman VC80 - 2021		HMS
Cello 3/4	Samuel Eastman VC80 anno 2020		HMS
Cello 3/4	Samuel Eastman VC80 - 2020		HMS
Cello 4/4	Alex Spainhour		HMS
Cello 4/4	Karl Knilling 158-F		HMS
Cello 1/2	Samuel Eastman VC80 - 2019		HMS
Cello 3/4	Samuel Eastman VC80 -2020		HMS
Cello 3/4	Samuel Eastman VC80 -2019		HMS
Cello 4/4	No label		HMS
Cello 3/4	Palatino VC450		HMS
Cello 4/4	Palatino VC455		HMS
Cello 3/4	Samuel Eastman VC80 - 2022		HMS
Cello 4/4	VC80 2020		HMS
Viola 14"	Scherl and Roth Conn-Selmer, Inc. - 2009		HMS
Viola 13"	"13" Viola"		HMS
Viola 14"	Franz Hoffman Etude - 2011		HMS
Viola 14"	Karl Hofner Bubenreuth - 1965		HMS
Viola 15"	No label		HMS
Viola 13"	E.R. Pfretzschner Mittenwald Obb. 1970 (copy of Stradivarius)		HMS
Viola 13"	A.R. Seidel West Germany VI31 12/52		HMS
Viola 13"	Samuel Eastman 3/4 VL80 ado 2020		HMS
Viola 16"	Samuel Eastman VA100		HMS
Viola 14"	Franz Hoffman Amadeus 2017		HMS
Viola 15.5"	Antonius Viellus - 1996		HMS
Viola 14"	Glaesel VA25 Copy of Antonius Stradivarius faciebat Cremona 1713		HMS
Viola 16"			HMS
Viola 15"	Samuel eastman VA80		HMS
Viola 15"	Samuel Eastman VA100 - 2020		HMS

Viola 15"	Samuel Eastman VA80 - 2018		HMS
Viola 16"	Samuel Eastman VA100 - 2020		HMS
Violin 3/4	Samuel Eastman - 2020		HMS
Violin 3/4	"3/4 Violin"		HMS
Violin 4/4	Strobel -2013		HMS
Violin 3/4	"3/4 Violin"		HMS
Violin 3/4	"3/4 Violin"		HMS
Violin 3/4	"3/4 Violin"		HMS
Violin 3/4	"3/4 Violin"		HMS
Violin 3/4	"3/4 Violin"		HMS
Violin 3/4	"3/4 Violin"		HMS
Violin 1/2	E.R. Pfreschner - 1971 Model 301 1/73		HMS
Violin 4/4	"Lauren" Stradivarius Model		HMS
Violin 3/4	Samuel Eastman VL80 2022		HMS
Violin 3/4	Yamaha V-7 -2001		HMS
Violin 4/4	London Sebastian Model 114VN44		HMS
Violin 1/2	"1/2 Violin"		HMS
Violin 1/2	"1/2 Violin"		HMS
Violin 3/4	"3/4 Violin"		HMS
Violin 3/4	"3/4 Violin"		HMS
Violin 3/4	"3/4 Violin"		HMS
Violin 4/4	E.R. Pfretzschner copy of Antonius Stradivarius		HMS
Violin 4/4	Glaesel Shop Adjusted V130E4 05/01		HMS
Violin 3/4	No label - Pretty golden brown varnish		HMS
Violin 4/4	Satori - 2004		HMS
Violin 4/4	Samuel Eastman VL80 - 2020		HMS
Violin 3/4	Palatino VN350		HMS
Violin 4/4	Palatino VN350		HMS
Violin 1/2	Samuel Eastman VL80 - 2005		HMS

Violin 3/4	Samuel Eastman VL80 - 2020		HMS
Violin 4/4	Klaus Mueller Prelude 105-F - 2013		HMS
Violin 1/2	Suzuki No. 220 - 1976		HMS
Violin 4/4	Samuel Eastman VL80 - 2019		HMS
Violin 4/4	Glaesal VL30 3/90 Copy of Antonius Stradivarius		HMS
Violin 3/4	No label. Carmen bridge.		HMS
Violin 3/4	Samuel Eastman VL80 - 2020		HMS
Violin 1/2	Copy of Antonius Stradivarius		HMS
Violin 4/4	Johann Adam Reichel 1993		HMS
Violin 3/4	Samuel Eastman VL80 - 2020		HMS
Violin 4/4	Franz Hoffman Prelude - 2017		HMS
Violin/Viola	Copy of Antonius Stradivarius		HMS
<b>Type</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Location</b>
Alto Saxophone	Yamaha	YAS-280	Rugby
Alto Saxophone	Bundy	BAS-300	Rugby
Alto Saxophone	Jupiter	JAS-700	Rugby
Alto Saxophone	Conn	Conn20m	Rugby
Baritone Sax	Yamaha	YBS-480	Rugby
Baritone Sax	Yamaha	YBS-480	Rugby
Baritone Sax	Conn	Conn12m	Rugby
Bass Clarinet	Vito	L7168	Rugby
Bass Clarinet	Vito	L7168	Rugby
Bass Clarinet	Yamaha	YCL-221	Rugby
Bass Clarinet	Yamaha	YCL-221	Rugby
Bass Clarinet	Yamaha	YCL-221	Rugby
Bass Clarinet	Yamaha	YCL-221	Rugby
Bass Clarinet	Bundy		Rugby
Bass Clarinet	Vito	L7168	Rugby
Bass Clarinet	Vito	L7168	Rugby
Bass Clarinet	Vito	L7168	Rugby



Bass Clarinet	Vito	L7168	Rugby
Bassoon	Bundy	1432	Rugby
Bassoon	Fox Renard	Model 222	Rugby
Bassoon	Fox Renard	Model 41	Rugby
Clarinet	Bundy	BCL-300	Rugby
Clarinet	Bundy	BCL-300	Rugby
Clarinet	Vito	V7212	Rugby
Clarinet	Buffet	B12	Rugby
Clarinet	Vito	V7212	Rugby
Clarinet	Vito	V7212	Rugby
Clarinet	Bundy	BCL-300	Rugby
Clarinet	Selmer	1400B	Rugby
Clarinet	Bundy	BCL-300	Rugby
Clarinet	Artley	17S	Rugby
Clarinet	Bundy	BCL-300	Rugby
Clarinet	Artley	17S	Rugby
Euphonium	King	628	Rugby
Euphonium	Yamaha	YEP-201	Rugby
Euphonium	King	628	Rugby
Euphonium	Yamaha	YEP-201	Rugby
Euphonium	Yamaha	YEP-201	Rugby
Euphonium	Yamaha	YEP-201	Rugby
Euphonium	Yamaha	YEP-201	Rugby
Euphonium	Yamaha	YEP-201	Rugby
Euphonium	Tuba Exchange	TE-1300	Rugby
Euphonium	Tuba Exchange	TE-1300	Rugby
Euphonium	Tuba Exchange	TE-1300	Rugby
Euphonium	Tuba Exchange	TE-1300	Rugby
Euphonium	Yamaha	YEP-201	Rugby
Euphonium	Yamaha	YEP-201	Rugby
Flute	Trevor James	5X	Rugby

Flute	Jupiter	JFL-710	Rugby
Flute	Selmer	SFL-200	Rugby
Flute	Yahama	YFL-222	Rugby
Flute	Gemeinhardt	2SP	Rugby
Flute	Trevor James	10X	Rugby
Flute	Bundy	BFL-300	Rugby
Flute	Bundy	BFL-300	Rugby
French Horn	Holton	H650	Rugby
French Horn	Holton	H650	Rugby
French Horn	Holton	H650	Rugby
French Horn	???		Rugby
French Horn	Holton	H650	Rugby
French Horn	Holton	H650	Rugby
French Horn	Holton	H650	Rugby
French Horn	Holton	H650	Rugby
French Horn	Holton	H650	Rugby
French Horn	???		Rugby
Oboe	Bundy	1492B	Rugby
Oboe	Bundy	1492B	Rugby
Oboe	Bundy	1492B	Rugby
Oboe	Selmer	1492B	Rugby
P - Bass Drum	Ludwig	LE787	Rugby
P - Bell Set	Musser	M645	Rugby
P - Bongos	Latin Percussion	LP601	Rugby
P - Congas	Latin Percussion	LP	Rugby
P - Crash Cymbals	Zildjian		Rugby
P - Drum Set	Pearl	Roadshow	Rugby
P - Drum Set - Midtown Series	Pearl	Midtown	Rugby
P - Gong - 26" Chau			Rugby
P - Granite Temple Blocks	Latin Percussion	LP210	Rugby

P - Keyboard	Casio	CTX700	Rugby
P - Keyboard	Roland	Fantom X7	Rugby
P - Marimba	Ross	R409	Rugby
P - Snare Drum	Pearl	Concert	Rugby
P - Snare Drum	Pearl	Concert	Rugby
P - Suspended Cymbal - 18"	Zildjian		Rugby
P - Timpani - 26"	Ludwig		Rugby
P - Timpani - 29"	Ludwig		Rugby
P - Timpani - 32"	Majestic		Rugby
P - Tom Drum - medium	Pearl	PTE12	Rugby
P - Tom Drum - small	Pearl	PTE10	Rugby
P - Wind Chimes	Treeworks		Rugby
P - Xylophone	Yamaha	YX135	Rugby
Tenor Saxophone	Bundy	BTS-300	Rugby
Tenor Saxophone	Selmer	PTS-111	Rugby
Tenor Saxophone	Bundy	BTS-300	Rugby
Tenor Saxophone	Selmer	PTS-111	Rugby
Tenor Saxophone	Yamaha	YTS-480	Rugby
Tenor Saxophone	Yamaha	YTS-480	Rugby
Trombone	Yamaha	YSL-354	Rugby
Trombone	Conn	23H	Rugby
Trombone	King	KING 606	Rugby
Trombone	Yamaha	YSL-354	Rugby
Trombone	King	KING 606	Rugby
Trombone	Conn	23H	Rugby
Trombone	Yamaha	YSL-354	Rugby
Trumpet	King	King 601	Rugby
Trumpet	Bundy	BTR300	Rugby
Trumpet	Bach	BTR201	Rugby
Trumpet	Yamaha	YTR2330	Rugby

Trumpet	Yamaha	YTR2330	Rugby
Trumpet	Lauren	LTR100	Rugby
Trumpet	Bundy	BTR300	Rugby
Trumpet	Bach	BTR201	Rugby
Trumpet	Yamaha	YTR2330	Rugby
Trumpet	Yamaha	YTR2330	Rugby
Trumpet	Bach	BTR201	Rugby
Trumpet	Yamaha	YTR2330	Rugby
Trumpet	Bach	BTR201	Rugby
Trumpet	King	King 601	Rugby
Trumpet	King	King 601	Rugby
Trumpet	Conn	TR711	Rugby
Tuba	Jupiter	JTU1010	Rugby
Tuba	Yamaha	YBB-105	Rugby
Tuba	Jupiter	JTU1010	Rugby
Tuba	Dynasty	D-845	Rugby
Tuba	Yamaha	YBB-105	Rugby
Tuba	Yamaha	YBB-105	Rugby
Tuba	Yamaha	YBB-105	Rugby
Tuba	Yamaha	YBB-105	Rugby
Tuba	Yamaha	YBB-105	Rugby
Tuba	Yamaha	YBB-105	Rugby
Z Alto Saxophone	Vedette	#20	Rugby
Z Clarinet	Buffet	E12	Rugby
Z Flute	Rosetti	ROS1152	Rugby
Z-Baritone	King	KING 625	Rugby
Z-Baritone	Holton	H185	Rugby
Z-Baritone	Yamaha	YEP-201	Rugby
Z-Baritone	King	KING 625	Rugby
Z-Trombone	Bach	TB300	Rugby

Z-Trombone	Yamaha	YSL354	Rugby
Z-Trombone	Kanstul	K750	Rugby
Z-Trumpet	Bartok	T365	Rugby
Z-Trumpet	First Act	MCTP1	Rugby
Z-Trumpet	Lauren	LTR100	Rugby
<b>Type</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Location</b>
Tuba	Meinl Wesson		25 EHHS
Tuba	Meinl Wesson		25 EHHS
Tuba	Yamaha	YBB-321	EHHS
Tuba	Besson	n/a	EHHS
Sousaphone	Yamaha	YSH-411	EHHS
Sousaphone	Yamaha	YSH-411	EHHS
Sousaphone	Yamaha	YSH-411	EHHS
Euphonium	EastMen	EEP-426	EHHS
Euphonium	Yamaha	YEP-201	EHHS
Euphonium	Yamaha	YEP-201	EHHS
Trombone	Yamaha	YSL-354	EHHS
Trombone	Yamaha	YSI-682B	EHHS
Trombone	King	CLEVELAND-606	EHHS
Trombone	Bach	STRAD-42	EHHS
Trombone	Bach	STRAD-42	EHHS
Trombone	Bach	STRAD-42	EHHS
Trombone	King	TEMPO-606	EHHS
Trombone	Jupiter	JSL-432	EHHS
Trombone	King	TEMPO-606	EHHS
Trombone	King	606	EHHS
Trombone	Sellmer	Bundy	EHHS
Trombone	King	605	EHHS
French Horn	Yamaha	YHR-567	EHHS

French Horn	Conn	6D	EHHS
French Horn	C-gcon	LTD	EHHS
French Horn	Conn	37	EHHS
French Horn	Conn	8-D-39	EHHS
French Horn	N/A	N/A	EHHS
French Horn	Conn	6-D-40	EHHS
Trumpet	Bach	stradivarious 37G	EHHS
Trumpet	Bach	TR-300-H2	EHHS
Trumpet	Bach	TR-300-H2	EHHS
Trumpet	Holton	T602	EHHS
Trumpet	n/a	n/a	EHHS
Trumpet	King	eleveland	EHHS
Trumpet	Eterna Getzen	Severinsen	EHHS
flugel	cousnon	paris	EHHS
cornet	Besson	Brevete	EHHS
Baritone	Yamaha	YBH301M	EHHS
Baritone	Yamaha	YBH301M	EHHS
Baritone	Yamaha	YBH301M	EHHS
Baritone	Mercedes	vincent bach	EHHS
Mellophone	Yamaha	YMP202M	EHHS
Mellophone	Yamaha	YMP202M	EHHS
Mellophone	Yamaha	YMP203M	EHHS
Mellophone	Yamaha	YMP202M	EHHS
Baritone Saxophone	Yamaha	YBS-52	EHHS
Baritone Saxophone	Selmer	R	EHHS
Tenor Saxophone	big bell	stone series	EHHS
Tenor Saxophone	julius keilwerth	sx90	EHHS
Tenor Saxophone	Yamaha	YTS-23	EHHS
Tenor Saxophone	selmer	Bundy II	EHHS
Tenor Saxophone	Selmer	Bundy II	EHHS

Tenor Saxophone	Selmer		EHHS
Alto Saxophone	Buescher	elkhart	EHHS
Alto Saxophone	Buescher	Aristocrat	EHHS
Alto Saxophone	Yamaha	YAS-26	EHHS
Bass Clarinet	Vito	reso-tone	EHHS
Bass Clarinet	Vito	reso-tone	EHHS
Bass Clarinet	Selmer		EHHS
Bass Clarinet	Yamaha	221 II	EHHS
Bass Clarinet			EHHS
Bass Clarinet	Vito	reso-tone	EHHS
Bass Clarinet	Selmer		EHHS
Bass Clarinet	Yamaha	221 II	EHHS
Bass Clarinet	Paul Dudre		EHHS
Oboe	Fox	renard	EHHS
Clarinet	Buffet		EHHS
Clarinet	Buffet		EHHS
Clarinet	Yamaha		EHHS
Clarinet	Selmer	Bundy	EHHS
Clarinet	Armstrong		EHHS
Clarinet			EHHS
Clarinet	Selmer	Bundy	EHHS
Clarinet	Selmer	Bundy	EHHS
Clarinet		reso-tone	EHHS
Clarinet	Selmer	Bundy	EHHS
Clarinet	signet	Resonite	EHHS
Clarinet	Selmer	CL300	EHHS
Clarinet	selmer	signet	EHHS
Clarinet	vito	resotone	EHHS
Clarinet	yamaha	D16336	EHHS
Clarinet	yamaha	250	EHHS

Clarinet	selmer	signet	EHHS
Clarinet	vito	7214	EHHS
Clarinet	vito	resotone	EHHS
Clarinet	vito	resotone	EHHS
Clarinet	vito	resotone	EHHS
Clarinet	selmer	soloist	EHHS
Clarinet	yamaha	255	EHHS
flute	yamaha	advantage	EHHS
flute	selmer	bundy	EHHS
flute	yamaha	225SII	EHHS
flute	eastar		EHHS
piccolo	gemeinhardt	4p	EHHS
Marching Base Drum	yamaha	MB8214U	EHHS
Marching Base Drum	yamaha	MB8218U	EHHS
Marching Base Drum	yamaha	MB8220U	EHHS
Marching Base Drum	Yamaha	MB8222U	EHHS
Marching Base Drum	Yamaha	MB8224U	EHHS
Marching Snare Drum	Yamaha	MS9214U	EHHS
Marching Snare Drum	Yamaha	MS9214U	EHHS
Marching Snare Drum	yamaha	MS9214U	EHHS
Bells	Adams	orchestra bells artist	EHHS
Xylophone	Musser	M 51	EHHS
chimes	Musser	M 665	EHHS
Marimba	Adams	MARimba Concert	EHHS
Type	Manufacturer/Model		Location
Bass 3/4	Samuel Eastman VB80 - 2021		HHS
Bass 1/2	Samuel Eastman VB80 - 2020		HHS
Bass 3/4	Strobel MB80B - 2020		HHS
Cello 4/4	Georg Schneider -Made in Czechoslovakia OCE 1001F		HHS
Cello 4/4	Glaesel CE-42 Copy of Antonius Stradivarius Faciebat Anno 1719 - 10		HHS



Cello 4/4	Karl Knilling 158-F		HHS
Cello 3/4	Samuel Eastman VC80 - 2022		HHS
Cello 4/4	Samuel Eastman VC80 2022		HHS
Cello 4/4	Samuel Eastman VC95 - 2019		HHS
Cello 4/4	Samuel Eastman VC95 - 2019		HHS
Cello 4/4	Samuel Eastman VC80 2022		HHS
Cello 4/4	Samuel Eastman VC80 2022		HHS
Cello 3/4	Samuel Eastman 2022		HHS
Cello 4/4	Strobel -2021		HHS
Cello 4/4	Scherl and Roth F571/C - 3/1997		HHS
Viola 15/5"	Knilling No. 51804		HHS
Viola 15"	Samuel Eastman VA100 - 2020		HHS
Viola 16"	Scherl and Roth 16" 5/03 Model R43E16		HHS
Violin 4/4	Angel Taylor Model V110 Anno 2017		HHS
Violin 4/4	Antonius Stradivarius faciebat Cremona 1713 Made in West Germany		HHS
Violin 4/4	Copy of Antonius Stradivarius West Germany - no date		HHS
Violin 4/4	Samuel Eastman VN100		HHS
Violin 4/4	Anton Schroetter -1976		HHS
Violin 4/4	Samuel Eastman VL100		HHS
<b>Type</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Location</b>
Alto Sax	Selmer	La Voix AK109	NHHS
Baritone	Jupiter		NHHS
Baritone	Yamaha	3 valve	NHHS
Baritone Sax	Yamaha		NHHS
Baritone Sax	Conn		NHHS
Baritone Sax	Jupiter	JBS1100	NHHS
Baritone Sax	Jupiter	JBS1100SG	NHHS
Baritone, Marching	Yamaha	YBH - 301M Lacquer	NHHS
Baritone, Marching	Yamaha	YBH - 301M Lacquer	NHHS
Baritone, Marching	Yamaha	YBH - 301M Lacquer	NHHS

Baritone, Marching	Yamaha	YBH - 301M Lacquer	NHHS
Baritone, Marching	Yamaha	YBH - 301M Lacquer	NHHS
Baritone, Marching	Yamaha	YBH - 301M Lacquer	NHHS
Bass Clarinet	Vito		NHHS
Bass Clarinet	Leblanc		NHHS
Bass Clarinet	Leblanc	7168	NHHS
Bass Clarinet	Jupiter	JBC1000N	NHHS
Bass Clarinet	Jupiter	JBC1000N	NHHS
Bass Drum - Concert	Ludwig	36" - hard stand, beige shell	NHHS
Bass Drum - Concert	Pearl	Floating stand, black shell	NHHS
Bass Drum - Marching	Yamaha	18"	NHHS
Bass Drum - Marching	Yamaha	20"	NHHS
Bass Drum - Marching	Yamaha	22"	NHHS
Bass Drum - Marching	Yamaha	24"	NHHS
Bass Guitar	Fender	Jazz Bass	NHHS
Bassoon	Kohlert	K447 -Wooden - Heckel System	NHHS
Bassoon	Fox	Fox 4	NHHS
Bassoon	Fox	Fox 4	NHHS
Bells, Orchestra	Musser	M645	NHHS
Chimes	Musser	AD762	NHHS
Chimes	Adams	Field Frame	NHHS
Clarinet	Leblanc		NHHS
Clarinet	Buffet B12	B12	NHHS
Clarinet	Pan American	plastic/faux finish	NHHS
Clarinet	Buffet	B12	NHHS
Clarinet	Buffet	B12	NHHS
Clarinet	Selmer		NHHS
Contra-bass Clarinet	Leblanc		NHHS
Drum Set	Yamaha	Red	NHHS
Euphonium	Eastman	3 top, 1 side	NHHS

Euphonium	Eastman	3 top, 1 side	NHHS
Euphonium	Eastman	3 top, 1 side	NHHS
Euphonium	Eastman	EEP426 - 3 top 1 side	NHHS
Euphonium	Eastman	EEP426 - 3 top 1 side	NHHS
Flute	Armstrong		NHHS
Flute	Buffet - Crampon	Silver	NHHS
Flute	Gemeinhardt	2sp	NHHS
Flute	Yamaha		NHHS
Gong	Wuhan	34"	NHHS
Horn	Conn	Double	NHHS
Horn	King	Single	NHHS
Horn	Un Marked	Double	NHHS
Horn	Blessing	Double	NHHS
Horn	Holton-Farkas	double	NHHS
Horn	Holton-Farkas		NHHS
Horn	Packard	JP164 - double horn	NHHS
Horn	Yamaha	53193	NHHS
Horn	Yamaha	(21)051096	NHHS
Horn	Yamaha	(21)051094	NHHS
Keyboard	Korg	Synthesizer	NHHS
Marimba	Majestic	Model: M6543P	NHHS
Mellophone	Yamaha	ymp-204 - lacquer	NHHS
Mellophone	Yamaha	ymp-204 - lacquer	NHHS
Mellophone	Yamaha	ymp-204 - lacquer	NHHS
Mellophone	Eastman	EMP-304	NHHS
Mellophone	Yamaha	ymp-204 - lacquer	NHHS
Mellophone	Yamaha	ymp-204 - lacquer	NHHS
Mellophone	Yamaha	ymp-204 - lacquer	NHHS
Oboe	Linton		NHHS
Oboe	Lesher	Wooden	NHHS

Oboe	Selmer Paris	Wooden - Full System	NHHS
Oboe	Fox	Renard 330	NHHS
Oboe	Fox	Renard 330	NHHS
Percussion Cabinet	Wenger		NHHS
Piccolo	Yamaha	YPC-62 Professional - Grenadilla	NHHS
Piccolo	Gemeinhardt	54PSH	NHHS
Quints - Marching	Yamaha	sfz	NHHS
Snare Drum - Marching	Yamaha	sfz	NHHS
Snare Drum - Marching	Yamaha	sfz	NHHS
Snare Drum - Marching	Yamaha	sfz	NHHS
Soprano Sax	Yanagisawa		NHHS
Sousaphone	Jupiter	Silver	NHHS
Sousaphone	Jupiter	Silver	NHHS
Sousaphone	Jupiter	Silver	NHHS
Sousaphone	Jupiter	Silver	NHHS
Sousaphone	Eastman	Silver	NHHS
Tenor Sax	Bundy		NHHS
Tenor Sax	Yamaha		NHHS
Tenor Sax	Conn		NHHS
Tenor Sax	Conn		NHHS
Tenor Sax	Yanagisawa	T901 - pro model	NHHS
Tenor Sax	Yanagisawa	T901 - pro model	NHHS
Tenor Sax	Dakota	SDT-XR92 (pro)	NHHS
Timpani - 23'	Ludwig	Synthetic	NHHS
Timpani - 26"	Ludwig	Copper	NHHS
Timpani - 29"	Ludwig	Copper	NHHS
Timpani - 32"	Ludwig	Copper	NHHS
Trombone	King 2b	Tenor	NHHS
Trombone w/F attachment	Jupiter	JSL - 636RL-O open wrap	NHHS
Trombone	King 605	605 - Lacquer	NHHS

Trumpet	Conn		NHHS
Trumpet	Blessing		NHHS
Tuba	Yamaha		NHHS
Tuba	Yamaha		NHHS
Tuba	Cervany	four rotary valve	NHHS
Tuba	Cervany	four rotary valve	NHHS
Tuba	Jupiter	JCB-582L	NHHS
Tuba	Jupiter	JCB-582L	NHHS
Tuba	Jupiter	JTU1110	NHHS
Vibraphone	Musser		NHHS
Vibraphone	Yamaha	YVRD2700G	NHHS
Xylophone	Musser	New frame 2010	NHHS
Xylophone	Yamaha	YX500FT	NHHS
<b>Type</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Location</b>
Bari Sax	Selmer	BS500	WHHS
Bari Sax	Yamaha	YBS 52	WHHS
Bass Clarinet	Yamaha	221 II	WHHS
Bass Clarinet	Yamaha	221 II	WHHS
Bass Clarinet	Yamaha	221 II	WHHS
Bass Clarinet	Yamaha	221 II	WHHS
Bass Clarinet	Yamaha	221 II	WHHS
Bass Clarinet	Yamaha	221 II	WHHS
Bassoon	Fox	Symphony 4 (plastic)	WHHS
Bassoon	Fox		WHHS
Chimes	Adams		WHHS
Clarinet	Buffet	E11	WHHS
Concert Bass Drum	Adams	PEA-PBE3616/C46	WHHS
Euphonium	Bach		WHHS
Euphonium	Eastman	EEP426	WHHS
Euphonium	Eastman	EEP426	WHHS

Euphonium	Eastman	EEP426S	WHHS
Euphonium	Eastman	EEP426S	WHHS
Euphonium	Eastman	EEP426S	WHHS
Euphonium	Schmidt	Student	WHHS
Euphonium	Tuba Exchange	TE1300	WHHS
French Horn	Conn	9D	WHHS
French Horn	Conn	9D	WHHS
French Horn	Eastman	Intermediate	WHHS
French Horn	Yamaha	YHR 671	WHHS
French Horn	Yamaha	YHR 671	WHHS
French Horn	Yamaha	YHR 671	WHHS
French Horn	Yamaha	YHR 671	WHHS
French Horn	Yamaha	YHR 671	WHHS
French Horn	Yamaha	Intermediate	WHHS
Keyboard	Roland	Fantom X7	WHHS
Marching Baritone	Blessing		WHHS
Marching Baritone	Blessing		WHHS
Marching Baritone	Yamaha	YBH-301M	WHHS
Marching Melophone	Blessing		WHHS
Marching Melophone	Blessing		WHHS
Marching Melophone	King	1120	WHHS
Marching Melophone	King	1120	WHHS
Marching Melophone	Yamaha	YMP-204MS	WHHS
Marching Melophone	Yamaha	YMP-204MS	WHHS
Marching Melophone	Yamaha	YMP-204MS	WHHS
Marimba	Adams	MCKF43	WHHS
Oboe	Oboe House		WHHS
Piccolo	Yamaha	YPC-62	WHHS
Piccolo	Yamaha	YPC-62	WHHS
Sousaphone	Jupiter	JSH594	WHHS

Sousaphone	Jupiter	JSH594	WHHS
Sousaphone	Jupiter	JSH594	WHHS
Sousaphone	Jupiter	JSH594	WHHS
Tenor Sax	Jupiter	JTU 1100SG	WHHS
Tenor Sax	Selmer	AJ320	WHHS
Timpani	Ludwig		WHHS
Timpani	Ludwig		WHHS
Timpani	Ludwig		WHHS
Timpani	Ludwig		WHHS
Trombone	Yamaha	YSL-448G	WHHS
Trombone	Yamaha	YSL-448G	WHHS
Trombone	Yamaha	YSL-448G	WHHS
Tuba	Jupiter	JTU1110	WHHS
Tuba	Jupiter	JTU1110	WHHS
Tuba	Jupiter	JTU1110	WHHS
Tuba	Jupiter	JTU1110	WHHS
Tuba	Jupiter	JTU1110	WHHS
Vibraphone	Adams	VCSF30	WHHS
Xylohone	Ludwig		WHHS
Xylophone	Adams	XSKF35	WHHS
Violin 4/4	Kroger-Bavarian	780F	WHHS
Violin 4/4	Eastman	VL100	WHHS
Violin 4/4	Eastman	VL101	WHHS
Violin 4/4	Eastman	VL200	WHHS
Violin 4/4	Eastman	VL200	WHHS
Viola 15"	Eastman	VA100	WHHS
Viola 15"	Klaus Muller Prelude	106V15	WHHS
Viola 16"	Eastman	VA100	WHHS
Viola 16 1/2"	A.R. Seidel (Glaesel)	VA10E4	WHHS
Bass 3/4	Jos.Heinrich Reinart	900	WHHS

Bass 3/4	Klaus Muller Prelude	725T	WHHS
Bass 3/4	Glaesel	DB66	WHHS
Cello 4/4	Trimarichi	CV-1403	WHHS
Cello 4/4	Eastman	VC80	WHHS
Cello 4/4	Klaus Muller Prelude	225F	WHHS
Cello 4/4	Hoffmann	Prelude	WHHS
Cello 4/4	Hoffmann	Prelude	WHHS
Cello 4/4	Klaus Mueller Etude	210F	WHHS
Cello 4/4	Eastman	VC95	WHHS
Cello 4/4	Stroebe (Eastman)	MC80	WHHS
Cello 4/4	Hoffmann	Prelude	WHHS
Cello 4/4	Eastman	VC95	WHHS
Cello 4/4	Glaesel	CE-44E	WHHS
Bass 1/2	Patricio	BA100	WHHS
Cello 4/4	Samuel Shen	SC200	WHHS
<b>Type - ESSER</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Location</b>
Yamaha YTR-2330 Trumpet	Yamaha	YTR-2330	HMS
Yamaha YTR-2330 Trumpet	Yamaha	YTR-2330	HMS
Yamaha YTR-2330 Trumpet	Yamaha	YTR-2330	HMS
Yamaha YTR-2330 Trumpet	Yamaha	YTR-2330	HMS
Yamaha YTR-2330 Trumpet	Yamaha	YTR-2330	HMS
Yamaha YTR-2330 Trumpet	Yamaha	YTR-2330	HMS
Yamaha YTR-2330 Trumpet	Yamaha	YTR-2330	HMS
Yamaha YTR-2330 Trumpet	Yamaha	YTR-2330	HMS
Yamaha YTR-2330 Trumpet	Yamaha	YTR-2330	HMS
Yamaha YTR-2330 Trumpet	Yamaha	YTR-2330	HMS
Yamaha YTR-2330 Trumpet	Yamaha	YTR-2330	HMS
Yamaha YTR-2330 Trumpet	Yamaha	YTR-2330	FRMS
Yamaha YTR-2330 Trumpet	Yamaha	YTR-2330	FRMS







Yamaha YSL-354 Trombone	Yamaha	YSL-354	AVMS
Yamaha YSL-354 Trombone	Yamaha	YSL-354	AVMS
Yamaha YSL-354 Trombone	Yamaha	YSL-354	AVMS
Yamaha YSL-354 Trombone	Yamaha	YSL-354	AVMS
Yamaha YSL-354 Trombone	Yamaha	YSL-354	AVMS
Yamaha YSL-354 Trombone	Yamaha	YSL-354	AVMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	RMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	RMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	RMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	RMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	RMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	RMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	RMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	RMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	RMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	RMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	RMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	HMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	HMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	HMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	HMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	HMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	HMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	HMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	HMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	HMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	HMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	FRMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	FRMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	FRMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	FRMS

Yamaha YFL-222 Flute	Yamaha	YFL-222	FRMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	FRMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	FRMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	FRMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	FRMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	FRMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	AVMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	AVMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	AVMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	AVMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	AVMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	AVMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	AVMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	AVMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	AVMS
Yamaha YFL-222 Flute	Yamaha	YFL-222	AVMS
Buffet Prodiges BC 2541 .5 Clarinet	Buffet	BC 2541 .5	FMRS
Buffet Prodiges BC 2541 .5 Clarinet	Buffet	BC 2541 .5	FRMS
Buffet Prodiges BC 2541 .5 Clarinet	Buffet	BC 2541 .5	FMRS
Buffet Prodiges BC 2541 .5 Clarinet	Buffet	BC 2541 .5	FRMS
Buffet Prodiges BC 2541 .5 Clarinet	Buffet	BC 2541 .5	FMRS
Buffet Prodiges BC 2541 .5 Clarinet	Buffet	BC 2541 .5	FRMS
Buffet Prodiges BC 2541 .5 Clarinet	Buffet	BC 2541 .5	FMRS
Buffet Prodiges BC 2541 .5 Clarinet	Buffet	BC 2541 .5	FRMS
Buffet Prodiges BC 2541 .5 Clarinet	Buffet	BC 2541 .5	FMRS
Buffet Prodiges BC 2541 .5 Clarinet	Buffet	BC 2541 .5	FRMS
Buffet Prodiges BC 2541 .5 Clarinet	Buffet	BC 2541 .5	FRMS
Buffet Prodiges BC 2541 .5 Clarinet	Buffet	BC 2541 .5	FMRS
Buffet Prodiges BC 2541 .5 Clarinet	Buffet	BC 2541 .5	FRMS
Buffet Prodiges BC 2541 .5 Clarinet	Buffet	BC 2541 .5	FRMS





Buffet Prodiges BC 2541 .5 Clarinet	Buffet	BC 2541 .5	AVMS
Buffet Prodiges BC 2541 .5 Clarinet	Buffet	BC 2541 .5	AVMS
Buffet Prodiges BC 2541 .5 Clarinet	Buffet	BC 2541 .5	AVMS
Buffet Prodiges BC 2541 .5 Clarinet	Buffet	BC 2541 .5	AVMS
Buffet Prodiges BC 2541 .5 Clarinet	Buffet	BC 2541 .5	AVMS
Buffet Prodiges BC 2541 .5 Clarinet	Buffet	BC 2541 .5	AVMS
Alto Saxophone Buffet 100	Buffet	100	AVMS
Alto Saxophone Buffet 100	Buffet	100	AVMS
Alto Saxophone Buffet 100	Buffet	100	AVMS
Alto Saxophone Buffet 100	Buffet	100	AVMS
Alto Saxophone Buffet 100	Buffet	100	FRMS
Alto Saxophone Buffet 100	Buffet	100	FRMS
Alto Saxophone Buffet 100	Buffet	100	FRMS
Alto Saxophone Buffet 100	Buffet	100	FRMS
Alto Saxophone Buffet 100	Buffet	100	HMS
Alto Saxophone Buffet 100	Buffet	100	HMS
Alto Saxophone Buffet 100	Buffet	100	HMS
Alto Saxophone Buffet 100	Buffet	100	RMS
Alto Saxophone Buffet 100	Buffet	100	RMS
Alto Saxophone Buffet 100	Buffet	100	RMS
Alto Saxophone Buffet 100	Buffet	100	RMS
Cello Outfit 1/2 Eastman VC80SBC w/ Tourte Bow	Eastman	VC80SBC w/ Tourte Bow	AVMS
Cello Outfit 1/2 Eastman VC80SBC w/ Tourte Bow	Eastman	VC80SBC w/ Tourte Bow	FRMS
Cello Outfit 1/2 Eastman VC80SBC w/ Tourte Bow	Eastman	VC80SBC w/ Tourte Bow	HMS
Cello Outfit 1/2 Eastman VC80SBC w/ Tourte Bow	Eastman	VC80SBC w/ Tourte Bow	RMS
Cello Outfit 3/4 Eastman VC80SBC w/ Tourte Bow	Eastman	VC80SBC w/ Tourte Bow	AVMS
Cello Outfit 3/4 Eastman VC80SBC w/ Tourte Bow	Eastman	VC80SBC w/ Tourte Bow	AVMS
Cello Outfit 3/4 Eastman VC80SBC w/ Tourte Bow	Eastman	VC80SBC w/ Tourte Bow	AVMS
Cello Outfit 3/4 Eastman VC80SBC w/ Tourte Bow	Eastman	VC80SBC w/ Tourte Bow	FRMS
Cello Outfit 3/4 Eastman VC80SBC w/ Tourte Bow	Eastman	VC80SBC w/ Tourte Bow	FRMS









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Viola Outfit 14" Eastman VA80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	FRMS
Viola Outfit 14" Eastman VA80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	RMS
Viola Outfit 14" Eastman VA80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	RMS
Viola Outfit 14" Eastman VA80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	RMS
Viola Outfit 14" Eastman VA80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	RMS
Viola Outfit 14" Eastman VA80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	RMS
Cello Outfit 3/4 Eastman VC80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	AVMS
Cello Outfit 3/4 Eastman VC80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	FRMS
Cello Outfit 3/4 Eastman VC80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	HMS
Cello Outfit 3/4 Eastman VC80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	RMS
Cello Outfit 4/4 Eastman VC80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	AVMS
Cello Outfit 4/4 Eastman VC80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	AVMS
Cello Outfit 4/4 Eastman VC80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	FRMS
Cello Outfit 4/4 Eastman VC80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	HMS
Cello Outfit 4/4 Eastman VC80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	RMS
Cello Outfit 4/4 Eastman VC80SBC w/ Tourte Bow	Eastman	VL80SBC w/ Tourte Bow	RMS
Bass Eastman VB80 1/4 Outfit	Eastman	VB80 1/4 Outfit	AVMS
Bass Eastman VB80 1/4 Outfit	Eastman	VB80 1/4 Outfit	FRMS
Bass Eastman VB80 1/4 Outfit	Eastman	VB80 1/4 Outfit	HMS
Bass Eastman VB80 1/4 Outfit	Eastman	VB80 1/4 Outfit	RMS
Viola Eastman VA80 15" Outfit	Eastman	VA80 15" Outfit	AVMS
Viola Eastman VA80 15" Outfit	Eastman	VA80 15" Outfit	AVMS
Viola Eastman VA80 15" Outfit	Eastman	VA80 15" Outfit	AVMS
Viola Eastman VA80 15" Outfit	Eastman	VA80 15" Outfit	AVMS
Viola Eastman VA80 15" Outfit	Eastman	VA80 15" Outfit	FRMS
Viola Eastman VA80 15" Outfit	Eastman	VA80 15" Outfit	FRMS
Viola Eastman VA80 15" Outfit	Eastman	VA80 15" Outfit	FRMS
Viola Eastman VA80 15" Outfit	Eastman	VA80 15" Outfit	FRMS
Viola Eastman VA80 15" Outfit	Eastman	VA80 15" Outfit	HMS
Viola Eastman VA80 15" Outfit	Eastman	VA80 15" Outfit	HMS

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