REQUEST FOR PROPOSAL (RFP)

RFP # 4 Construction Manager as Advisor / Project Manager (CMa/PM)

Submit Proposal
TO:

Yellowstone Academy
Attn: Melanie Brooks
3000 Trulley Street
Houston, TX 77004

Due No Later than 2:00 P.M.
January 25, 2019

For more information, contact Melanie Brooks at mbrooks@yellowstoneschools.org ; 713-741-8000

_____ _____
(Signature) *(Date)*

_____
(Printed name and title)

YELLOWSTONE
ACADEMY

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A. BACKGROUND

Founded in 2002, Yellowstone Academy is a unique Christian private school serving students and families in Houston's greater Third Ward. At Yellowstone, we inspire, empower, and invest in our students to achieve their highest potential and fulfill their intended purpose. Over the past fifteen years, we have annually served roughly 330 students in preK-8th grade and now have 135 alumni. Our students come from communities where the average family income is less than $20,000 a year, and students have a one in ten chance of earning any kind of degree past high schol. Despite these obstacles, Yellowstone's results have been transformative: fully 7 out of 10 alumni are on pace to earn a post-secondary degree, and 100% of its high school aged alumni are still enrolled in school.

This sustained success (and ever-growing family waiting list) led the board to pursue a strategic vision that enables Yellowstone to serve even more students and serve them through high school. In August, we launched an exciting public/private model that is the first of its kind in the state of Texas. Yellowstone Academy continues to operate as a faith-based preK-4th grade elementary school and is now co-located in the same building with Yellowstone College Prep, a public charter school that will grow to serve students in 5th-12th grade. These two schools operate through a shared services agreement and will expand to serve nearly 1,000 students in pre-K through 12th grade within the next five years.

In 2006, Yellowstone acquired (debt free) its current campus, the former Douglass Elementary school building. Sitting on roughly four acres less than half a mile from downtown Houston, the campus is one of the oldest continually operating educational institutions in the city. Thanks to capital and operational support from a recently completed $3.5 million Bridge Campaign, Yellowstone has spent the past two years upgrading the current facility and preparing for the launch of the co-location model last August. Once the doors opened on August 15th, though, the clock started ticking. Within three years, the current building will not be large enough to accommodate the growing student population and adequately serve our students and families.

To address this need, in the spring of 2018, Yellowstone engaged in a campus master planning process with Kirksey Architects. Their work confirmed that Yellowstone's current campus footprint is large enough to accommodate its strategic vision. The plan calls for the construction of an estimated 60,000 square foot building that would be connected to the current academic facility. The new building will include a cafeteria, gathering spaces, large elective classroom spaces and, on the upper floors, classrooms for the growing high school. This construction will also enable Yellowstone to better use its current facility to create more age-appropriate spaces for our early childhood program and serve the elementary school students in larger, more equipped classrooms.

B. SUMMARY

a. Yellowstone Academy ("Yellowstone" or "the Academy") is seeking a Construction Manager - Advisor / Project Manager ("CMa/PM") to provide project management services in connection with the capital construction project at the Academy. Yellowstone Academy consists of a private school, grades K-4, and a charter school, grades 5-8; with a total enrollment of approximately 500 students, growing to server roughly 1,000 students by 2022.

b. The CMa/PM will assist in the development and implementation of a master schedule for the Project, including project initiation and completion, cost savings, and to meet Academy goals, an evaluation of costs. The selected CMa/PM will also coordinate with Project architect, engineer(s), contractor(s) and other consultants. The Academy will hold all construction Contracts, and is seeking a relationship with the vendor as defined by Texas Government Code Chapter 2269 regarding CMa/PM.

c. The CMa/PM will provide overall project management services, oversight of solicitations from prime contractors, development of scopes of work, construction standards, scheduling, and estimating, bidding and negotiations, design review (with regards to costs, schedule and constructability), quality assurance, construction management, onsite inspection, review of contractor pay applications, and construction close-out.

d. The CMa/PM must maintain professional liability or errors and omissions insurance in a minimum amount of $1,000,000 per occurrence, as required by Texas Government Code Sec. 2269.208. The CMa/PM may not self-perform any work on Academy's project, or serve as a subcontractor on any project, as required by Texas law. The CMa/PM may not use subcontractors to fulfill any obligations within its contract without the prior written permission of the Academy.

C. INITIAL INFORMATION

Base Proposal on the Initial information set forth in this Section "C".

a. Owner's Program for the Project: Three Story Academic Building, with Cafeteria/Commons, fine arts and library spaces, traditional classroom space, and specific classrooms for science/technology use
b. The Project's physical characteristics: Existing building is historic Douglas Elementary School situated on four acres; approximately 60,000 SF constructed in 1927. Existing building was recently renovated but looks to add an addition towards the south to southwesterly direction.
c. The Owner's budget for the Cost of the Work. $15,000,000 - $17,000,000
d. The Owner's anticipated design and construction schedule: Design to begin in April 2019 with completion of construction June 2021; 15-month construction duration expected.
e. The Owner intends the following construction procurement method for the Project: Construction Manager at Risk (CMAR) or Competitive Sealed Proposal (CSP)

The Proposer may rely on the Initial Information. However, such information may materially change and, in that event, the Owner and Construction Manager, shall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

D. SCOPE OF WORK (CONSTRUCTION MANAGER AS ADVISOR / PROJECT MANAGER)

The selected CMa/PM will assist Yellowstone with the renovations and addition to its existing campus. The Project Manager's Basic Services consist of those described below and include usual and customary Project coordination and scheduling, cost estimating, constructability review and administration of the Construction Contract.

a. Preconstruction Phase

1. Review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with the Owner and Architect.
2. Provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of each other.
3. Prepare, and deliver to the Owner, a written Project Management Plan (PMP) that includes, at a minimum, the following:
   - Preliminary evaluations required by item 2 above;
   - a Project Schedule;
   - cost estimates;
   - recommendations for Project Delivery method;
   - Contractor's scopes of Work, if multiple Contractors or fast-track construction will be used.
   - Periodically update the Project Management Plan over the course of the Project.
4. Based on preliminary design and other design criteria prepared by the Architect,

prepare preliminary estimates of the Cost of the Work, or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. Collaborate with Architect to identify alternative materials and systems for value analysis. If alternative materials and systems identified, provide cost evaluations for these alternatives.

5. Review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. Recommend to the Owner and Architect regarding constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible reductions.
6. Prepare and periodically update the Project Schedule included in the Project Management Plan for the Architect's review and the Owner's Acceptance. Obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's service, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.
7. As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, prepare and update estimates of the Cost of the Work of increasing detail and refinement. Include appropriate contingencies for design, bidding or negotiating, price escalation and market conditions in the estimates of the Cost of the Work. Advise the Owner and Architect if it appears the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.
8. As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, consult with the Owner and Architect and make recommendations whenever the Project Manager determines that design details adversely affect constructability, cost or schedules.
9. Provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. Verify that such requirement and assignment of responsibilities are included in the proposed Contract Documents.
10. Provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.
11. Provide recommendations and information to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, review the Drawing and Specifications

b. Construction Phase Administration of the Construction Contract

1. Provide Construction Phase Services that commence with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.
2. Be represented on site by one or more persons whenever Work is being done.
3. Provide on-site administration of the Contracts for Construction in cooperation with the Architect.
4. Provide administrative, management, and related services to coordinate scheduled activities, and responsibilities of the Contractor(s), with those of the CMa/PM, Owner, and Architect.
5. Using the Construction schedule(s) provided by the Construction Contractor(s), update the Project schedule, incorporating the activities of Owner, Architect, Contractor(s) on the Project; including activity sequences and durations, allocation of labor and materials, processing of Submittals, and delivery and procurement of products, including those that must be ordered well in advance of construction. Project schedule shall include Owner's occupancy requirements showing portions of the Project having occupancy priority. Update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, recommend corrective action, if any, to Owner and Architect.
6. Schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. Prepare and promptly distribute minutes to Owner, Architect, and Contractor(s).
7. Schedule all tests and inspections required by the Contract Documents or governmental authorities and arrange for the delivery of test and inspection reports to Owner and Architect.
8. Endeavor to obtain satisfactory performance from Contractor(s). If Contract requirements not being fulfilled, recommend courses of action to the Owner.
9. Monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise Owner and Architect to variances between actual and budgeted or estimated costs.
10. Develop cash flow reports and forecasts for the Project.
11. Maintain accounting records on the Work; including review and processing Applications for Payments.
12. If Multiple Prime Contractors, review safety programs exclusively for purposes of coordinating safety programs with those of other Contractors and making recommendations to the Owner. The CMa/PM responsibilities for coordination of safety programs does not extend to direct control over or charge of the acts or omissions of the Contractor(s), or any other persons performing portions of the Work and not directly employed by the CMa/PM.
13. Determine in general that the Work is being performed in accordance with the Contract Documents.

14. Advise and consult with the Owner and Architect during the performance of Construction Phase Services. CMa/PM shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection the Work.
15. Transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with written recommendations and assist in resolving questions that may arise.
16. Review requests for changes, assist in negotiating Contractor's proposals, submit recommendations to the Architect and Owner, and if accepted prepare Change documents.
17. Assist the Initial Decision Maker in the review, evaluation and documentation of Claims
18. Using submittal schedules provided by Contractor(s), prepare and revise as necessary a Project Submittal Schedule. Review submittals and make recommendations to Architect.
19. Keep a daily log and record progress of the Project.
20. Using documents provided by the Contractor(s), maintain on site one copy of all Project documents.
21. Arrange for the delivery, storage, protection and security of Owner-purchased Project materials, systems and equipment until such items incorporated into the Work.
22. Observe, with Owner's maintenance personnel and Architect, Contractor(s) final testing and start-up of utilities, operational systems and equipment.
23. Jointly with Contractor(s), prepare for the Architect, list of incomplete or unsatisfactory items (Punch List) and a schedule for their completion.
24. Prepare, and with Architect, execute Certificate of Substantial Completion.
25. Process Close-out documents.
26. Deliver Close-out documents.
27. Prior to expiration of one-year warranty, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

IT SHOULD BE NOTED THAT THE SCOPE SHALL BE REFINED TO CORESPOND WITH THE DESIGN PROFESSIONAL'S CONTRACT

E. SELECTION PROCESS

Proposals must be received by 2:00 P.M. on January 25, 2019. The selection of the CMa/PM will be made on the basis of demonstrated competence and qualifications in accordance with Texas Government Code Chapters 2254 and 2269.

Responses will be evaluated based on experience, technical competence, capability to perform, past performance, references, and other relevant factors submitted in response to this RFP, including fair price. Qualifying finalist(s) may be invited to give a presentation of its statement of qualifications at the Academy's discretion. Fees may be discussed with Academy prior to selection.

a. Responses will be evaluated as follows:

1. The reputation and experience of the firm and its proposed personnel. (25%)
2. The competency and demonstrated quality of the firm and its proposed personnel. (20%)
3. The extent to which the firm's firm, staffing plan, and size meets the Academy's needs and is appropriate for the scope of the anticipated projects. (20%)
4. Presentation of its Statement of Qualifications and performance in an interview or presentation, if any. (20%)
5. CMa/PM Fee (15%)

No pricing information will be sought, and none may be provided, until the commencement of contract negotiations with the selected firm. The selected firm will be recommended to the Board for final approval.

The Academy reserves the right to waive any irregularities and informalities and make any decision that they judge is in the best interest of Academy. The Academy reserves the right to cancel this RFP and is in no way obligated to proceed with any project or to enter into a contract with any firm.

Responses to the RFP shall include the complete submission requirements in the sequence and format prescribed in that section. Interested firms will submit one electronic version (flash drive or DVD), one original response (clearly indicated as original) and four (4) copies of their response to the following address:

RFP# 4
Yellowstone Academy
c/o Melanie Brooks
3000 Trulley Street
Houston, TX 77004

All questions should be addressed via e-mail to mbrooks@yellowstoneschools.org no later than 3:00 p.m. on January 17, 2019. If deemed necessary and material, responses will be issued via addendum to all registered firms.

b. RFP Schedule and Selection Milestone Dates

Below is a timetable for your quick reference. It contains key tasks and dates that you will be responsible for in order to successfully respond to this package. Please take note of all dates and be prepared to participate in a tentative interview if selected for the interview round.

Milestone	Due Date
Issue Request for Proposal (RFP)	January 10, 2019
Due Date for Questions Re: RFP (by 3:00 PM local time)	January 17, 2019 3:00 PM Local Time
Issue and Post Addendum if required	January 18, 2019 4:00 PM Local Time
Due Date for RFP (by 2:00 P.M. local time)	January 25, 2019 2:00 PM Local Time
Internal Evaluation	Week of January 28, 2019
Schedule for tentative interviews	February 4-8, 2019
Selection of CMa / PM	February 13, 2019
Board of Approval	March 7, 2019
CMa / PM Starts	March 18, 2018

F. SUBMISSION INSTRUCTIONS/REQUIREMENTS:

a. Proposal Format:

Submissions must be complete and organized in the following manner:

- ALL binders are to be in sealed box with Vendor name and addressed as noted above.
- Provide
  One original version – clearly marked "ORIGINAL"
  One (1) electronic version (flash/thumb drive), and
  Four (4) paper copies of your submission, for Selection Committee's review.
- Bind "original" and each copy in a separate 3-ring letter-size binder (overall size approximately 10" x 11-1/2" x 1-1/2" deep or less); no spiral bound Proposals, please.

b. Content and Organization:

Submit the following information organized and tabbed as follows.

Front of Binder: Proposal submission checklist showing the type of work best suited to your vendor, along with the following documents organized and tabbed as indicated below:

Tab 1. **Letter of Interest:** Provide a one-page cover letter introducing the firm and any other pertinent information concerning the firm's specific qualifications for the services. The Letter should be a formal letter from the proposer prepared in standard business format. It should be brief, signed by a person who is authorized to commit the proposer organization to perform the work included in the proposal, and

should identify all materials and enclosures being forwarded in response to this RFP. This cover letter of transmittal shall include the firm mailing address, phone number, fax number, and email address. If any Addenda are issued, acknowledgment of receipt should be noted. Submittals with unsigned letters will be rejected.

Tab 2. **Firm Description:** Provide firm name, address, point of contact, and number of years providing CMA / PM services, specifically for K-12 educational clients within the City of Houston.

a. Total number of CMA/PM office staff available to serve Academy.
b. List staff member(s) who will be involved in CMA/PM services.
c. Total number of years providing CMA/PM services in K-12 market.
d. Total number of years providing CMA/PM services in Houston.
e. For the past five years, the approximate total gross revenues attributed to educational clients in Houston.
f. List of firm experiences in Houston, specifically in the K-12 market.
g. Relevant experience establishing partnerships with architects, contractors and engineers on educational projects in the Greater Houston Area.

Tab 3. **Project Team:** For each team member proposed, provide the following information:

a. Resume with an overview of roles and responsibilities on the project, as well as degrees held and years with the firm.
b. List of team experiences, specifically in the K-12 educational market.
c. Involvement, if any, in terms of roles and responsibilities on the firm's experience.
d. Experience managing K-12 projects on tight sites.
e. Experience in roadway abandonment processes.
f. Experience in acquisition, abatement and demolition of, surrounding properties.
g. Experience managing K-12 renovation and additions.
h. Experience working with Energy Companies within City of Houston.
i. Experience with detention and retention within City of Houston.
j. Experience, if any, working with Project Architect, Kirksey Architects.
k. Provide an Organization Chart of your assigned team and reporting structure.
l. Provide a detailed but concise resume (inclusive of educational background and all prior work experience) on each of the key personnel to be assigned to this contract. Include the following regarding each individual:
    - Experience with your firm (preferably on one or more of the references noted below) as well as other prior experience, noting the role played by the person.

- Please identify which individual will be responsible for overall management of the contract.
- Name and qualifications of the firm/personnel providing interdisciplinary coordination/constructability review of contract drawings and specifications, and a detailed description of the process to be used.
- A statement from your firm committing to assigning these proposed personnel if your firm is the selected firm.

Tab 4. **References:** Identify all K-12 educational projects for which your proposed personnel have completed CMa/PM services (within the last 2 years) or are currently providing comparable project management services. For each K-12 project, provide the following.

a. The name of the project, the scope of the work being managed in terms of numbers of projects and total cost, and the status of the work.

b. The name, position, phone number and email address of the individual at the project to whom the Project Manager reported.

c. The name of the architect(s) responsible for each project listed. Provide the name, phone number and email address for a contact with each architectural firm.

d. The name of the contractor(s) responsible for each project listed. Provide the name, phone number and email address for a contact with each contracting firm.

e. The name of the client(s) responsible for each project listed. Provide the name, phone number and email address for a contact with each client/Owner.

Tab 5. **Insurance:** Submit a copy of your firm's Professional Liability/E&O, Auto, CGL and Workers' Compensation insurance coverage certificate(s).

The successful firm shall provide a certificate of insurance within ten (10) days after notification of award of the proposal. The insurance required shall be written for not less than totals listed below:

PROFESSIONAL LIABILITY INSURANCE / ERRORS AND OMMISSIONS
$1,000,000 Per Occurrence
$2,000,000 Aggregate

WORKERS' COMPENSATION:
Statutory limits covering all employees, including Employer's Liability with limits of:
$500,000 Each Accident
$500,000 Disease - Each Employee

$500,000 Disease - Policy Limit

COMMERCIAL GENERAL LIABILITY:
Covering all operations involved in this Agreement.
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Each Occurrence
$5,000 Medical Payments

COMMERCIAL AUTOMOBILE LIABILITY:
$1,000,000 Combined Single Limit - Any Auto

Name Yellowstone Academy as an additional insured on the Commercial General Liability and Commercial Automobile Liability policies.

Tab 6. **Technical Approach:** Provide a brief, overall description of how services will be organized and managed, and how the services will be performed to address, but not limited to, the below needs.

a. Project Management Philosophy: Proposer shall provide an overview of the firm's project management philosophy including management and leadership style and responsibilities of each staff role.

b. Cost Control/Estimates: Describe the process to provide cost estimating services and provide a sample cost model or estimate on one of the referenced completed projects.

c. Project Tracking/Reporting: Describe your approach and procedures for project tracking and reporting, including scheduling, accounting, etc. Describe the software used. Provide examples of a progress report, including schedule tracking, and cost control. Emphasis will be placed on proposer's ability to manage and document the schedule, costs, and other critical components of the project.

d. Quality Control: Describe how proposer implements quality control.

e. Staffing: Describe the process and timeline to be used in making staffing adjustments, including an increase or decrease in project management and a change or addition in skills and specialties. Provide specifics on how these changes will be evaluated, initiated and implemented.

f. Knowledge Development: Proposer will demonstrate the interaction with and knowledge development provided to the Project Managers included in this assignment. This information should include how the Project Managers receive continuing education and how they maintain Best Practices with design and construction and educational standards. Additionally, proposer should clearly state how BPS will benefit from this continued development.

g. Value Added : Proposer may provide any unique elements of your offer, not already specified or proposed that you believe will bring value to this contract.

Tab 7. **Required Forms:** Please be sure to complete the attached forms, and sign and notarize as needed. Do not exclude any forms and no replacement forms should be submitted.

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G. RFP SUBMISSION FORM & CHECKLIST

Name of Vendor: _____

Contact: _____

Phone: _____

Email: _____

Date: _____

√	REQUIRED DOCUMENTS	PLACEMENT
	RFQ Submission Form & Checklist	Insert at front of binder
	Letter of Interest	Tab 1
	Firm Description	Tab 2
	Project Team	Tab 3
	References	Tab 4
	Insurance	Tab 5
	Technical Approach	Tab 6
	Required Forms	Tab 7

I. REQUIRED FORMS

Execute all the following forms and return in Proposal packet.

1. Academy Purchase Order Requirements
2. Propose to Provide – Statement of Non-Collusion
3. Proposer Conduct / No Communication
4. Asbestos – Short Term Worker Notification
5. Certificate of Interested Parties (Form 1295 Disclosure)
6. Felony Conviction Notification
7. Certification of Criminal History Record Information Review by Contractor – Employer
8. W-9 Request for Taxpayer Identification Number and Certification
9. EDGAR Certifications (for Contracts funded by U. S. Federal Grant Funds)

1. ACADEMY PURCHASE ORDER REQUIREMENTS:

Vendor:
Items and/or services are to be delivered to Academy ONLY when an approved purchase order has been faxed, e-mailed or called into your company. Under no circumstances, should items and/or services be provided to the Academy without a properly executed purchase order. If your company provides any item and/or services without a properly drawn purchase order, you are NOT GUARANTEED PAYMENT and the item and/or services you provided could be constituted as a donation to the Academy.

Please inform any staff member that handles the Yellowstone account of these procedures. You MUST sign this document as acknowledgement that you understand this policy in order for your RFP submittal to be accepted and reviewed.

_____ _____

Authorized Representative (Print) Signature of Authorized Representative

2. PROPOSE TO PROVIDE, STATEMENT OF NON-COLLUSION:

I/We propose to provide the merchandise and services proposed within this document and if awarded the proposal, do agree to abide by all conditions of the proposal. Furthermore, the undersigned vendors that they are truly authorized to execute this contract, that this company, corporation, vendor, partnership or individual has not prepared this proposal in collusion with any other vendor, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by an employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

_____ _____

Authorized Representative (Print) Signature of Authorized Representative

3. PROPOSER CONDUCT/ NO COMMUNICATION:

All inquiries concerning this request for qualification are to be directed only to Yellowstone at the address noted in the RFP. Proposers may not contact any Yellowstone Board members or personnel other than specified personnel identified in this RFP, for meetings, conferences or discussions that are related to the RFP. Unauthorized contact of any Yellowstone Board member or personnel may be cause for rejection of the proposer's RFP submittal. The decision to select a proposal is solely that of the Academy.

_____ _____

Authorized Representative (Print) Signature of Authorized Representative

4. ASBESTOS-SHORT TERM WORKER NOTIFICATION

To Whom It May Concern:

In accordance with the Asbestos Hazard Emergency Response Act (AHERA), Yellowstone Academy (Yellowstone) would like to inform you that asbestos containing building material (ACBM) had been identified in the subject building(s).

Yellowstone wishes to protect all students, employees, and workers. Therefore, before any work is performed within Yellowstone's buildings, your representative should contact the Environmental Compliance Manager, Yellowstone's Asbestos Designated Person, to verify if any ACBM is present in the project work area. If work is performed before receiving authorization, your company will assume all liability for damage and resulting contamination.

Please feel free to contact the Environmental Compliance Manager with any questions or concerns in regard to this notification memo.

Sincerely,

Melanie Brooks
Asbestos Designated Person
Office: 713-741-8000
Email: mbrooks@yellowstoneschools.org

Acknowledged by:_____Title:_____
(Signature of Authorized Company Officer (Provide Title)

Vendor/Contractor Name: _____

Address:_____, _____
(Street) (City,State, Zip)

E-Mail Address: _____

5. CERTIFICATE OF INTERESTED PARTIES (FORM 1295 DISCLOSURE)

Effective January 1, 2016, Yellowstone may not execute a contract for goods or services that exceeds $1 million or require Board approval until the vendor electronically submits the required form to the Texas Ethics Commission disclosing interested parties to the vendor's business and contract with Yellowstone. This disclosure requirement does not apply to:

(1) a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility. Proposers must submit the form electronically to the Texas Ethics Commission and provide an original signed form to Yellowstone. Access to the Texas Ethics Commission's electronic disclosure process may be found at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

- ☐ I certify that my company has been completed Form 1295's Certificate of Interested Parties and I have included the signed original with my proposal packet.

_____ _____

Authorized Representative (Print) Signature of Authorized Representative

YELLOWSTONE
ACADEMY

6. FELONY CONVICTION NOTIFICATION:

Texas Education Code Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school must give advance notice to the school if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school may terminate a contract with a person or business entity if the school determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The Academy must compensate the person or business entity for services performed before the termination contract." This Notice Is Not Required of a Publicly Held Corporation.

COMPANY NAME:

(I) (We), the undersigned agent for the vendor named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Check the appropriate box and sign the form.

☐ My vendor is a publicly held corporation; therefore, this reporting requirement is not applicable.

☐ My vendor is not owned nor operated by anyone who has been convicted of a felony.

☐ My vendor is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felony: _____

Details of Conviction(s): _____

_____

_____

_____ _____

Authorized Representative (Print) Signature of Authorized Representative

7. CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION REVIEW BY CONTRACTOR-EMPLOYER:

Introduction: Texas Education Code Chapter 22 requires entities that contract with schools to obtain criminal history records on covered employees and independent contractors ("Vendor's agents"). Vendor's agents with disqualifying criminal histories are prohibited from serving at a school. Vendors must certify to the Academy that they have complied and must obtain similar certifications from their subcontractors.

Definitions:
Covered individuals: Individuals who have or will have continuing duties related to the service to be performed and have or will have direct contact with students. The Academy will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by the Academy; (2) a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code § 21.060, including 19 Tex. Admin. Code §249.16; or (3) one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Public Works Exception: Covered employees do not include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility; (2) the employee's duties will be completed more than seven (7) days before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

On behalf of_____("Contractor"), I certify that some or all of Contractor's employees are *covered individuals.*

I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered individuals. None of the covered individuals has a disqualifying criminal history.
2. If Contractor receives information that a covered individual subsequently has a reported criminal history, Contractor will immediately remove the covered individual from contract duties and notify the Academy in writing within three business days.
3. Upon request, Contractor will provide the Academy with the name and any other requested information of covered individuals so that the Academy may obtain criminal

history record information on the covered individuals.

4. If the Academy objects to the assignment of a covered individual on the basis of the covered individual's criminal history record information, Contractor agrees to discontinue using the covered individual to provide services at the Academy.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

_____	_____
Authorized Representative (Print)	Signature of Authorized Representative
_____	_____
Title	Date

YELLOWSTONE

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 11-2017)

9. EDGAR CERTIFICATIONS (FOR CONTRACTS FUNDED BY U.S. FEDERAL GRANT FUNDS)

The following certifications and provisions are required and apply when Yellowstone Academy ("Yellowstone") expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between the Academy and [name of vendor] ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, 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 YELLOWSTONE expends federal funds, YELLOWSTONE 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.

Does Vendor agree? YES_____Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (B) above, when YELLOWSTONE expends federal funds, YELLOWSTONE 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. YELLOWSTONE also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if YELLOWSTONE believes, in its sole discretion that it is in the best interest of YELLOWSTONE to do so. Vendor will be compensated for work performed and accepted and goods accepted by YELLOWSTONE as of the termination date if the contract is terminated for convenience of YELLOWSTONE. Any award under this procurement process is not exclusive and YELLOWSTONE reserves the right to purchase goods and services from other vendors when it is in YELLOWSTONE's best interest.

Does Vendor agree? YES_____Initials of Authorized Representative of Vendor

(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 YELLOWSTONE expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES_____Initials of Authorized Representative of Vendor

(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 sub recipient 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 YELLOWSTONE expends federal funds during the term of an award for all contracts and sub grants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.
Does Vendor agree? YES_____Initials of Authorized Representative of Vendor

(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 YELLOWSTONE expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by YELLOWSTONE resulting from this procurement process.

Does Vendor agree? YES_____Initials of Authorized Representative of Vendor

(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 sub recipient wishes to enter into a contract with a small business vendor or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Vendors 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 YELLOWSTONE, Vendor certifies that during the term of an award for all contracts by YELLOWSTONE resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES_____Initials of Authorized Representative of Vendor

(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 sub grants 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 YELLOWSTONE, Vendor certifies that during the term of an award for all contracts by YELLOWSTONE resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES_____Initials of Authorized Representative of Vendor

(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 government wide 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 YELLOWSTONE, Vendor certifies that during the term of an award for all contracts by YELLOWSTONE resulting from this procurement process, 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.

Does Vendor agree? YES_____Initials of Authorized Representative of Vendor

(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-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 YELLOWSTONE, Vendor certifies that during the term and after the awarded term of an award for all contracts by YELLOWSTONE 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 undersigned further certifies that:

(1) 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.

(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.

Does Vendor agree? YES_____Initials of Authorized Representative of Vendor

(J) Procurement of Recovered Materials – When federal funds are expended, YELLOWSTONE and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an afvendorative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the Academy, as required by the Resource

Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

(K) Program Manager hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. Program Manager further certifies and verifies that neither Program Manager, nor any affiliate, subsidiary, or parent company of Program Manager, if any (the "Program Manager Companies"), boycotts Israel, and contractor agrees that Program Manager and Program Manager Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by YELLOWSTONE for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it 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.

Does Vendor agree? YES_____Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When YELLOWSTONE expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES_____Initials of Authorized Representative of Vendor

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of YELLOWSTONE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES_____Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

YELLOWSTONE has a preference for domestic end products for supplies acquired for use in the United States when spending federal

funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES_____Initials of Authorized Representative of Vendor

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

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

Does Vendor agree? YES_____Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

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

Does Vendor agree? YES_____Initials of Authorized Representative of Vendor

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.