

REQUEST FOR QUALIFICATIONS ARCHITECTURE & ENGINEERING

**YMCA OF GREATER HOUSTON
M.D. ANDERSON BRANCH YMCA**

Due Date: August 29, 2025 - 12:00 pm CST

GENERAL REQUIREMENTS AND SPECIFICATIONS FOR REQUEST FOR QUALIFICATIONS

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See required attachments in section III (D).

I. INTRODUCTION

The YMCA of Greater Houston (“YMCA”) administers Federal grant funds received from various sources, including but not limited to the U.S. Department of Housing and Urban Development (HUD). All purchases made with grant monies shall comply with the terms and conditions of the grant, as well as the applicable Federal, State, and County procedures regarding these purchases.

All Federal grant awards are subject to the Uniform Administrative Requirements and Cost Principles, codified at 2 CFR 200. This includes the standards for procurements under Federal grants, which applies to contracts for services, goods, construction, or repair. YMCA shall follow applicable local and State requirements except to the extent that these are inconsistent with Federal statutes, regulations, or grant conditions. In other words, YMCA shall follow the rule that allows compliance with all the rules that apply to it: Federal, State, and local. If compliance with all applicable levels is not possible and no rule is more restrictive than another, YMCA shall follow the Federal rule.

Contracts anticipated to be awarded pursuant to this Request for Qualifications (“RFQ”) shall be funded, in whole or in part, with Federal grant monies. YMCA is authorized to use the competitive proposal procedures for qualifications-based procurement for this contract opportunity in accordance with 2 CFR 200.320(d). Additionally, Texas Government Code requires that professional services (including architecture, engineering, and/or surveying) are acquired using a qualifications-based procurement and selecting the most highly qualified providers, subject to negotiation for a contract at a fair and reasonable price (TGC Sec. 2254.004).

YMCA is an Affirmative Action/Equal Opportunity Employer and reserves the right to negotiate with any and all individuals or firms that submit a Statement of Qualifications (“Qualifications”), as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, Historically Underutilized Businesses, Section 3 Business Concerns, and labor surplus area firms are encouraged to submit Qualifications.

A. PROJECT DESCRIPTION & SERVICES

The following is a project description of the services required by YMCA and solicited pursuant to this RFQ.

Professional Architectural and/or Engineering Services to Provide the following related to a Non-Housing Infrastructure Investment Project:

- **Schematic Design & Design Development**
- **CMAR Selection, Contracting & Value Engineering**
- **Construction Documents**
- **Construction Administration Services**

More specifically, the Project for which services are being requested is as follows:

Design and reconstruction of an aging community services facility, the M.D. Anderson Family YMCA located at 705 E. Cavalcade St. Houston, Texas 77009.

B. PROJECT SCHEDULE

The anticipated project schedule is as follows:

Architectural/Engineering RFQ Process	July – September 2025
CMAR RFQ Process	September – November 2025
Schematic Design & Design Development	September 2025– March 2026
Construction Documents	March – May 2026
Final Permitting	May – June 2026
Demolition & Construction	Summer 2026 – December 2027

C. ANTICIPATED CONTRACT TERM

The anticipated Contract Term under this RFQ is for **one (1) year** with a maximum of four (4) renewal options renewable one (1) year at a time based upon the same terms, conditions, and pricing as the original year. Renewal is subject to approval by YMCA. Once renewal options are exhausted, the contract must be rebid. YMCA reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

II. TIMETABLE

A. PRE-SUBMISSION CONFERENCE

A virtual session for this pre-submission will be held **Friday, July 25, 2025 at 1:00 pm** CST using the following link: <https://ymcahouston.zoom.us/j/85879705211>. Alternatively, the session may be accessed via the following dial-in information: Conference number (346) 248-7799, meeting ID 85879705211 #. **Attendance is not mandatory, but all vendors should attend to discuss the requirements of this RFQ.**

1. Regardless of whether or not Offerors attend the Pre-Submission Conference, Offerors are responsible for fully acquainting themselves with the instructions, mandatory requirements, specifications, and standard terms and conditions set out in this RFQ, as well as the conditions of the Project site(s), if applicable, and for informing themselves with respect to subcontracting availability, means of

transportation, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Services. It is the responsibility of each Offeror to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to provide the Services.

B. QUESTIONS

It is the responsibility of each Offeror to examine the entire Request for Qualifications package, seek clarification in writing, and review their Statement of Qualifications for accuracy before submitting. It is the responsibility of each Offer before submitting Qualifications, to:

1. Examine the Request for Qualifications Documents thoroughly; and
2. Take into account Harris County, federal, state, and local laws, regulations, ordinances, and requirements that may affect costs, progress, performance, furnishing of the Work, or award.

During the period between issuance of this RFQ and the Statement of Qualifications due date, no oral interpretation of the RFQ's requirements will be provided to any prospective Offeror. Requests for interpretation (and other questions) must be made in writing by the questions deadline via email to YMCA Purchasing Director, Jason Eldred at Jason.Eldred@ymcahouston.org. The deadline for submission of questions relating to this RFQ is **Friday, August 1, 2025, no later than 12:00 PM CST**.

All questions submitted in writing prior to the deadline will be compiled and answered in writing via an Addendum. A copy of all questions and answers via Addendum will be published online. YMCA will not be bound by any information conveyed verbally.

The submission of a Statement of Qualifications shall constitute an incontrovertible representation by Offeror that Offeror has complied with the RFQ requirements and that without exception, the Statement of Qualifications is premised upon Offeror's ability to meet the mandatory requirements detailed in the Request for Qualifications Documents and that the provided documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Services.

C. ADDENDA

Prior to the submission deadline, YMCA may wish to amend, add to, or delete from the contents of this Request for Qualifications. YMCA may also issue clarifications resulting from questions submitted. In such situations, YMCA shall issue an Addendum to the RFQ setting forth the nature of the modification. Once an Addendum is issued, it will be posted on the YMCA Suppliers website under Current Opportunities: <https://ymcahouston.org/suppliers>.

D. EXTENSIONS

YMCA reserves the right to extend the Statement of Qualifications due date and time prescribed above. However, unless YMCA issues a written Addendum to this RFQ that extends the Qualifications due date and time for all Offerors, the Qualification due date and time prescribed above shall remain in effect.

E. SUBMISSION DEADLINE

Statements of Qualifications must be e-mailed, mailed or hand-delivered, by **12:00 PM on Friday, August 29, 2025**, to the authorized agency contact person at the location listed below. Authorized Agency Contact Person:

Authorized Agency Contact Person:

Jason Eldred, Purchasing Director

(346) 297-1860

YMCA of Greater Houston

3110 Hayes Road, Suite 300

Houston, TX 77082

Jason.Eldred@ymcahouston.org

F. SCHEDULE SUMMARY

The following is the estimated timetable and is provided to assist responding firms in planning:

RFQ Release Date	July 9, 2025
Pre-Submission Conference (Zoom)	July 25, 2025 @ 1:00 pm CST
Submission of Questions Deadline	August 1, 2025 by 12:00 pm CST
Qualifications Submission Deadline	August 29, 2025 by 12:00 pm CST
Shortlisted Firms Notified	September 5, 2025
Interviews and Selection	Week of September 15, 2025

This timetable may be modified based on number of submissions received and extent of interview and discussion timeframes.

III. SUBMISSION INSTRUCTIONS

A. OFFEROR ACKNOWLEDGEMENTS

1. By submitting a Statement of Qualifications in response to this RFQ, Offeror accepts the solicitation process as it has been outlined in this RFQ.
2. YMCA will not be liable and shall not compensate any Offeror for any costs incurred by Offeror in preparing a response to this Request for Proposals (RFQ). Offerors submit Qualifications at their own risk and expense. YMCA makes no guarantee that any products or services will be purchased as a result of this RFQ and reserves the right to reject any and all Qualifications. All Qualifications and accompanying documentation will become the property of YMCA. By submitting a Statement of Qualifications, Offeror acknowledges and accepts that reference checks and/or background investigation may be conducted as a part of the due-diligence process.
3. Offerors must sign Attachment A, *RFQ & Addenda Acknowledgement*, and include with their Statement of Qualifications submission. Offerors are responsible for consulting the requirements and

standards referenced in this RFQ. Failure of Offeror to examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

4. In cases where Addenda are issued under this solicitation, Offeror must ensure all Addenda are reflected within the *RFQ & Addenda Acknowledgement* document, and Offeror must sign and submit the actual Addenda documents with their proposal. All Addenda shall become a part of the requirements for this RFQ. In signing and submitting the *RFQ & Addenda Acknowledgement* with its Statement of Qualifications, Offeror acknowledges that it has examined all documents, attachments, forms, standards, addenda, and all instructions. The YMCA may deem a Statement of Qualifications non-responsive for failure of Offeror to acknowledge any and all Addenda.
5. Award will be made to the most qualified Offeror, subject to negotiation of fair and reasonable pricing, who submits a response to this RFQ.
6. By submitting a Statement of Qualifications, Offerors accept and acknowledge that determination of the most qualified firm may require subjective judgments by the YMCA.
7. **READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. OFFEROR IS RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS.**

B. STATEMENT OF QUALIFICATIONS SUBMISSION OPTIONS

RFQS may be submitted in hard copy, or electronically as detailed below.

1. EMAIL RFQ SUBMISSION (PREFERRED METHOD)

- a. Offerors choosing to submit Qualifications in digital format may electronically submit offers via email to YMCA Purchasing Director at Jason.Eldred@ymcahouston.org. Offers must include:
 - i. ONE (1) complete Offer.
 - ii. Offers must indicate for which contract opportunities the Offeror is submitting.

2. HARD COPY RFQ SUBMISSION

- a. Hard copy Qualifications must be hand-delivered or mailed to:
Jason Eldred, Purchasing Director
(346) 297-1860
YMCA of Greater Houston
3110 Hayes Road, Suite 300
Houston, TX 77082
Jason.Eldred@ymcahouston.org
- b. Statements of Qualifications must be sealed and must show the RFQ Number, Description and be marked "SEALED STATEMENT OF QUALIFICATIONS".
- c. Qualifications packages must include:
 - i. ONE (1) original Qualifications package, **clearly marked "ORIGINAL"**
 - ii. THREE (3) copies of the Qualifications package, **clearly marked "COPY"**
 - Each copy must be **marked "SEALED STATEMENT OF QUALIFICATIONS"** and submitted in separate three-ring, loose-

leaf binders with the following clearly marked on the front binder cover:

- Identification of Offeror;
 - The job or solicitation number as located on the RFQ cover sheet; and
 - The RFQ title.
- d. All documents must be labeled with Offeror's name and the RFQ number. Any response received by the YMCA that is not identified on the outside with the RFQ number will be at risk for rejection.
- e. Qualifications must indicate for which contract opportunities Offeror is submitting.
- f. All Qualifications must be typed, single spaced, and formatted to print on 8 ½" by 11" paper.
- g. Each section of Offeror's response should start on a new page. A tabbed divider page marked with the section number should separate each section.
- h. Offerors should prepare and submit a Table of Contents for the Qualifications being submitted. The Table of Contents must list all sections and the contents of each section.

C. LATE SUBMISSIONS; SUBMISSION RETURNS

Submissions are due to the YMCA by the date and time specified on the cover sheet and as listed under Section II - Timetable. YMCA will not accept late Qualifications. Late submissions will be rejected. If a solicitation is cancelled, submitted Statements of Qualifications will not be returned.

D. REQUIRED STATEMENT OF QUALIFICATIONS DOCUMENTS & INFORMATION

Offeror's Request for Qualifications submission package must include the components checked below, **in the order in which they are listed**. If the item is "X" checked, the item **must** be included in Offeror's Statement of Qualifications for the submission to be considered complete. Offerors are asked to review the documentation to ensure all applicable parts are included. If any portion of this RFQ or its attachments are missing, notify the Purchasing Director immediately. Offeror should be thoroughly familiar with all of the following items applicable to the Request for Qualifications before submitting an offer.

<input checked="" type="checkbox"/>	1.	RFQ & Addenda Acknowledgement – Offeror must sign and submit the <i>RFQ & Addenda Acknowledgement</i> form, included as Attachment A.
<input checked="" type="checkbox"/>	2.	Experience & Qualifications – Offeror must provide their qualifications and experience as requested by the RFQ.
<input checked="" type="checkbox"/>	3.	Capacity & Resources – Offeror must demonstrate sufficient capacity and financial resources as requested by the RFQ.
<input checked="" type="checkbox"/>	4.	Organization & Project Methodology – Offeror must provide information about their organization and project methodology as requested by the RFQ.

<input checked="" type="checkbox"/>	5.	Certification Regarding Lobbying – Offeror must sign and submit the <i>Certification Regarding Lobbying</i> form, included as Attachment B.
<input checked="" type="checkbox"/>	6.	Statement of Offeror Qualifications – Offeror must complete and submit the <i>Statement of Offeror Qualifications</i> form, included as Attachment C.

<input checked="" type="checkbox"/>	7.	Offeror and Subcontractor Licensing / Certifications – Offeror must submit any applicable licensing and/or certifications required for the completion of the scope of services under this RFQ.
<input type="checkbox"/>	8.	Subcontractor Listing Form – Offeror must complete and submit the <i>Subcontractor Listing Form</i> , included as Attachment D.
<input checked="" type="checkbox"/>	9.	References – Offeror must complete and submit the <i>References</i> form, included as Attachment E.
<input checked="" type="checkbox"/>	10.	Form SF-330 – Architect-Engineer Qualifications – Offeror must complete and submit <i>Form SF-330 – Architect-Engineer Qualifications</i> for any work requiring Architects or Engineers, included as Attachment F, or can be downloaded at https://www.gsa.gov/forms-library/architect-engineer-qualifications If applicable, Offerors must submit a completed <i>Form SF-330 – Architect-Engineer Qualifications</i> for each of the subcontractors proposed to be used in the completion of the Contract.
<input checked="" type="checkbox"/>	11.	Certification of Compliance with Federal Standards & Requirements – Offeror must sign and submit the <i>Certification of Compliance with Federal Standards & Requirements</i> form, included as Attachment G.
<input checked="" type="checkbox"/>	12.	Statement of Conflicts – Offeror must sign and submit the <i>Conflict of Interest</i> form, included as Attachment H.
<input checked="" type="checkbox"/>	13.	Historically Underutilized Businesses – Offeror must sign and submit the <i>Identification of Underutilized Businesses</i> form, included as Attachment I.
<input checked="" type="checkbox"/>	14.	System for Award Management results – Offeror must include verification that your company as well as the company's principal is not debarred through the System for Award Management (www.SAM.gov). Offeror must enclose a print out of the search results that includes the record date.
<input checked="" type="checkbox"/>	15.	Sample Insurance Certificate – Offeror must provide a sample Insurance Certificate which adheres to the <i>Minimum Insurance Requirements</i> shown under Attachment J.

IV. FORMAT AND CONTENT OF THE STATEMENT OF QUALIFICATIONS

A. STATEMENT OF QUALIFICATION REQUIREMENTS

YMCA shall evaluate each Offeror in terms of its:

1. Professional qualifications necessary for satisfactory performance of required services;
2. Specialized experience and technical competence in the type of work required, including outdoor aquatic venue design and construction, and where appropriate, experience in energy conservation, pollution prevention, waste reduction, and the use of recovered materials;
3. Past performance on contracts with Government agencies, YMCAs or other non-profits, and private industry in terms of cost control, quality of work, and compliance with performance schedules.

Offeror providing the professional services must:

1. Be led by a principal or partner of an established professional firm or organization;
2. Have a minimum of **five (5)** years' experience providing similar types of service;
3. Have demonstrated ability to work successfully with government-funded entities including:
 - a. No previous record of default on a government contract;
 - b. No applicant entity, or principal thereof, may be awarded a Federal contract if subject to a debarment, suspension, or limited denial of participation under 24 CFR Part 24;
 - c. No formal debarment or suspension from entering into contracts with a governmental agency or other notification of ineligibility or prohibition against bidding or proposing on government contracts; and
 - d. A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this RFQ.

B. CONTENT OF THE STATEMENT OF QUALIFICATIONS

The Statement of Qualifications shall address the areas listed below in the order given. The responses provided will be the basis for evaluation of the Offeror. The Statement of Qualifications must include firm experience and qualifications, capacity and resources, organization and project methodology, and ability to integrate HUB / MWBE participation into the plan for accomplishing the work described in this RFQ, as well as any other information that the Offeror feels appropriate to support its Qualifications.

Mere reiterations or paraphrasing of provisions/requirements as detailed in the RFQ are strongly discouraged, as they do not provide insight into Offeror's ability to meet the specifications and qualifications as detailed in this RFQ.

1. FIRM EXPERIENCE & QUALIFICATIONS

Offeror must describe the overall qualifications of its firm to complete the Scope of Services as described. Offeror must describe the specific relevant successful experience of the firm and, if applicable, that of each subcontractor. Include a thorough description of other relevant projects, which demonstrate the firm's past performance and ability to carry out the Scope of Services similar to the one described in this RFQ. Offerors should provide a minimum of three (3) recent examples of similar projects completed on time and on budget. Offerors should demonstrate specialized experience or technical expertise in connection with the Scope of Services to be provided and in consideration of the complexity of the project.

Responses should be as thorough and definitive as possible. Indicate if there are certain conditions or circumstances that may change Offeror's response. If design work is involved, Offeror must provide evidence that the Architecture/Engineering firm is currently registered in the State of the project's location and carries Errors and Omissions insurance (Note that this is a yes or no criterion: if the answer is no, the firm is disqualified, not point-scored).

Offeror must provide its demonstrated experience completing projects of similar size and scope. Offeror should demonstrate its knowledge, experience, and ability to comply with local building codes, Texas, Harris County, and City of Houston requirements, and all federal codes, policies and regulations applicable to this project. Offeror must demonstrate past performance in terms of cost control, quality of work, and compliance with performance schedules.

Project Team: Identify Offeror's proposed project team (including subcontractors), throughout the term of the contract, to perform the required services. Resumes of the proposed key personnel, detailing managerial and technical qualifications, shall be included. Resumes shall include academic qualification, professional experience, and professional license if applicable, with supporting documents. Project team and subcontractor information should include years of experience relevant to the Scope of Services, anticipated role on the project, and their credentials, licenses and accreditations. Particular attention and appropriate evaluation credit will be given to the track record of the proposed key personnel in successfully completing projects of comparable scope and complexity to that described in this RFQ.

2. FIRM CAPACITY & RESOURCES

Offeror must demonstrate its firm's capability in terms of quality of requested skills and projects, capabilities and current workload including YMCAs or similar or recreation-based projects, and administration of public and federally compliant contracts. Indicate if Offeror can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If Offeror is not able to meet the specification, briefly explain why, noting any concerns or issues YMCA should be aware of.

Offeror must demonstrate ability to provide personnel, managerial, and other resources as and when required to meet the project's objectives. Offeror must demonstrate its overall staffing size and capacity of the organization to perform the work within time limitations, taking into consideration the current and projected planned workloads of the firm. Offeror must provide a summary/matrix of the staff identified/designated to support this project and must demonstrate clear understanding of an effective organizational approach to the management of multiple concurrent projects for the stated Scope of Services.

Offeror must establish that it has sufficient financial strength, resources, and capability to accomplish and finance the work in a satisfactory manner. To demonstrate sufficient fiscal capacity, after Qualifications are opened but prior to award, Offeror may be required to submit, upon request, the following:

- List Offeror's total annual billings for each of the past five (5) calendar years.
- Financial references.
- Financial statements that include a balance sheet, audited annual statement, and income statement.

Failure to submit additional requested documentation, within the requested time period, may deem your firm non-responsive.

3. FIRM ORGANIZATION & PROJECT METHODOLOGY

Offeror should provide a detailed project execution plan, or methodology, that discusses principles, practices, and procedures to be used by Offeror in implementing associated work for this project. The information should include, but not be limited to, a discussion of services, project mobilization, use of subcontractors (if applicable), a project organization chart, project manager identification, quality assurance program, safety record, and reporting capabilities.

- Project mobilization means the time required to have a team in place once the firm is under contract with the YMCA, and identification of which skills would be performed by Offeror and by any required subcontractors;
- Information regarding the method that is used to qualify a subcontractor as satisfactory.
- A project organization chart detailing the team to be assigned to the Project. The organizational chart shall show the chain of command, and the role and responsibility of each member. (The successful Offeror shall keep YMCA up to date with a revised organization chart each time there is a significant change).
- Description of the firm's philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables of this Request for Qualifications (RFQ).
- Reporting capabilities of the firm, including monthly management reports, comprehensive invoicing, notification, and electronic capabilities. Include any standard reporting forms provided to the customer, and additional programs or services available to customers

V. EVALUATION & AWARD PROCEDURES

A. NONCONFORMING STATEMENTS OF QUALIFICATIONS

Statements of Qualifications that are incomplete, contain material irregularities or include alterations to terms and conditions that do not conform to the terms and conditions of the RFQ, or otherwise do not comply with the requirements of the RFQ may be deemed as non-responsive. In accordance with the regulations of 2 CFR 200 and the laws of the State of Texas, YMCA reserves the right to waive any informality or irregularity, to make awards to more than one Offeror, and/or to reject any or all Qualifications if there is a sound documented reason.

B. EVALUATION PROCESS

All Statements of Qualifications will be examined by an evaluation committee consisting of various YMCA personnel, advisory consultants, and YMCA Board of Directors as deemed appropriate (hereafter "Evaluation Committee") and ranked according to the selection criteria set out below. YMCA aims to establish a "shortlist" of three to five of the highest ranked firms and conduct interviews with the firms on the "shortlist". Interviews will be scored based on the same evaluation criteria, and total scores calculated to determine the highest ranked Offeror.

YMCA anticipates that the "shortlisted" firms will be notified on **September 5, 2025**. Interviews are tentatively scheduled for **the week of September 15, 2025**. Offerors are advised to keep this date open. Failure to appear at the interview will cause the Offeror to be eliminated from further evaluation. Interviews shall be coordinated by YMCA Purchasing Director. YMCA reserves the right to postpone the interview date, or cancel an interview, at its sole and absolute discretion. Offeror shall be notified in advance of any such postponement or cancellation.

Offerors should be aware that YMCA may elect not to conduct interviews and may finalize ranking of firms based solely on Qualifications submissions.

In conducting evaluations, YMCA shall consider the weighted value for each selection criteria (see "Evaluation Criteria" below for details regarding weighting of each aspect of the criteria), and the Evaluation Committee's rankings.

Qualifications that do not conform to the instructions or which do not address all the requested services as specified may be eliminated from consideration. However, YMCA reserves the right to accept such a submission if it is determined to be in the best interest of YMCA.

While YMCA appreciates a brief, straightforward and concise reply, Offeror must fully understand the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous and equivocal statements may be construed against the Offeror. The Qualifications submission may be incorporated into any contract which results from this RFQ, and Offerors are cautioned not to make claims or statements they are not prepared to commit to contractually. Failure of Offeror to meet such claims will result in a requirement that the Offeror provide resources necessary to meet submitted claims.

The highest ranked firms will be selected for award, subject to negotiation of fair and reasonable rates, as further detailed below.

C. BASIS OF AWARD

Pursuant to 2 CFR 200.320(d)(5), YMCA shall evaluate Statements of Qualifications in response to this solicitation and intends to award contracts to the most qualified Offeror(s) as determined pursuant to this RFQ process. Qualifications shall be evaluated, and the most qualified Offerors selected, subject to negotiation of fair and reasonable rates. Task Orders for specific services will be awarded based on additional competition amongst the selected Contractors, as described in this RFQ, subject to negotiation of fair and reasonable compensation.

Price will **not** be considered as an evaluation factor; however, awards are subject to negotiation of fair and reasonable compensation. After Qualifications are opened but prior to award, Offerors may be required to submit their pricing, which shall be subject to negotiation. Contract award shall be subject to the timely completion of contract negotiations between the YMCA and the selected Offerors.

In accordance with the regulations of 2 CFR 200 and the laws of the State of Texas, YMCA reserves the right to waive any formality or irregularity, to make awards to more than one Offeror, and/or to reject any or all submissions.

This RFQ does not obligate YMCA to the eventual award or purchase of any product/service described, implied or which may be proposed. Progress toward this end is solely at the discretion of YMCA and may be terminated at any time prior to execution of a contract.

D. EVALUATION CRITERIA

Award shall be made to the responsible Offeror who is determined to be the most qualified, subject to negotiation of fair and reasonable rates. Submission of a Statement of Qualifications serves as Offeror's acceptance of the evaluation criteria and Offeror's recognition that subjective judgments must be made by the Evaluation Committee:

1. Firm Experience & Qualifications

40%

If design work is involved, firm has provided evidence that it is currently registered in the State of the Texas and carries Errors and Omissions insurance (Note that this is a yes or no criterion: if the answer is no, the firm is disqualified, not point-scored). Firm provides qualifications, competence, and experience of staff to be assigned to project. Firm demonstrates:

- a. Understanding of scope of the Project.
- b. Ability to meet the qualifications and compliance requirements listed herein, including that firm meets the appropriate state licensing requirements to practice as an Architect/Engineer in Texas.
- c. Specialized experience or technical expertise in connection with the scope of services to be provided and complexity of the project, which includes a thorough description of other successful projects, that demonstrate the firm's ability to carry out the Scope of Services similar to the one described in this RFQ.
- d. Knowledge of local building codes and Federal building alterations requirements (if applicable).
- e. Successful past performance in terms of cost control, conformance to contract requirements, quality of work, and compliance with performance schedules.
- f. A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this RFP.

2. Firm Capacity & Resources

20%

Firm demonstrates:

- a. Capability to provide professional services in a timely manner.
- b. Sufficient staffing size and capacity of the organization to perform the work within time limitations, taking into consideration the current and projected planned workload of the firm.
- c. Ability to perform requested services for similar projects of scope and scale by providing three recent examples of similar or analogous projects completed on budget and on time.
- d. Sufficient financial capacity and acceptable business practices.

3. Organization & Project Methodology

20%

Firm sufficiently describes:

- a. How the services will be provided and how they will be supported.
- b. Firm's organization, project manager identification, quality assurance program, safety record, and reporting capabilities as applicable.
- c. The approach that the firm will take to achieve the required collaboration, scheduling, and coordination required for this project.
- d. Firm's philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables of this Request for Qualifications (RFQ).

4. Presentation/Interview

20%

E. DISCUSSIONS & NEGOTIATIONS

Following ranking of Offerors as described above, YMCA shall commence negotiations of contracts with the highest ranked Offeror. YMCA shall request the highest ranked Offeror to submit proposed prices.

Because selection of firm is based upon qualifications, Offeror must limit subcontracting to firms agreed upon during negotiations.

If a mutually satisfactory contract cannot be negotiated with the highest ranked Offeror at fair and reasonable rates, YMCA shall formally terminate negotiations. YMCA may then initiate negotiations with and obtain prices from the next firm on the final selection list. This procedure shall be continued until mutually satisfactory contracts have been negotiated at fair and reasonable rates.

F. CONTRACT OBLIGATION

YMCA must award the contract and either the a) Chief Executive Officer or b) Chief Financial Officer of the YMCA must sign the contract before it becomes binding on YMCA or Offeror. Department heads are NOT authorized to sign agreements for YMCA. Progress toward this end is solely at the discretion of YMCA and may be terminated at any time prior to execution of a contract. Binding agreements shall remain in effect until all products and/or services covered by this procurement have been satisfactorily delivered and accepted.

VI. GENERAL PROVISIONS

A. AUTHORIZATION TO DO BUSINESS IN TEXAS

Offeror must obtain Texas Sales & Use Tax permit from the Texas State Comptroller Office if they are engaged in business in Texas and they are selling tangible personal property, leasing personal property, or selling a taxable service in Texas.

Offeror is required to have and maintain any licenses, certifications, and registrations required by the State of Texas, Harris County, or recognized professional organization governing the services performed under this contract (such as professional licensing requirements i.e. Licensed Professional Engineers). The Texas Department of Licensing and Regulation is the primary state agency responsible for the oversight of businesses, industries, general trades, and occupations that are regulated by the state.

For businesses to legally operate in Harris County, Offeror must be registered with the Texas Secretary of State to transact business in Texas and must be current on all state and local fees and taxes, including but not limited to Franchise Account Status with the Texas Comptroller of Public Accounts in good standing, delinquent taxes, court judgments, tickets, tolls, fees, or fines.

A Sole Proprietorship, General Partnership, and all business entities (SP, LLC, INC, etc.) doing business under a name other than the name of the owner requires a DBA (Doing Business As) Certificate, which must be filed within the county of which they are doing business. If an Offeror's business isn't located in Harris County, Offeror must submit the licenses, certifications, and other documentation required by the locality in which its, or its subcontractors', business is based.

B. PERFORMANCE & PAYMENT BONDS NOT APPLICABLE TO THIS REQUEST FOR QUALIFICATIONS

2 CFR 200.325 mandates the minimum federal bonding requirements. However, Texas Government Code is more stringent, and provides for the requirements set forth below. Since the Texas Government Code requirements are more stringent than 2 CFR 200.325, compliance with the following requirements shall satisfy the federal bonding requirements.

1. **Performance Bonds:** Successful Offeror may be required to furnish a performance bond within ten (10) days after award of the Contract and receipt of performance and/or payment bond application form.
 - a. If a contract is expected to exceed \$50,000, Offeror must furnish a performance bond to YMCA for the full amount of the contract within ten (10) days after award of the contract and receipt of performance bond application form.
 - b. The Performance Bond, if required, must be submitted within ten (10) days after award and prior to commencement of the actual work. The performance bond shall be in the amount equal to the amount of money to be paid by the County under the contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas. The performance bond is:
 - i. Solely for the protection of YMCA
 - ii. In the full amount of the contract; and
 - iii. Conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.
2. **Payment Bonds:** A payment bond is required on all jobs that exceed \$25,000. YMCA may require Payment Bonds for other contracts depending on the scope and use of subcontractors. YMCA may require Offeror to furnish a payment bond within ten (10) days after award of the contract and receipt of payment bond application form.

If any required performance and/or payment bond forms and related documents are not returned to the YMCA Purchasing Director, 3110 Hayes Rd, Suite 300, Houston, TX 77082, within ten (10) days, YMCA has the right to render the award ineffective. Written verification of the validity of the bond shall be received by the Purchasing Director from the contractor's surety before any payments will be made.

A bond required by this section must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code). A bond executed for a contract with YMCA must be payable to and its form must be approved by YMCA.

A bond required under this section must clearly and prominently display on the bond or on an attachment to the bond:

1. The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
2. The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

C. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The following regulations shall apply to this contract opportunity:

1. 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Offeror shall follow all Federal, State, and local laws, rules, codes, ordinances, and regulations applicable to Offeror's services.

D. DISQUALIFICATION OF OFFEROR

By submission of Qualifications, Offeror certifies that it has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the submission made to any competitor or any other person engaged in such line of business. Any or all Qualifications may be rejected if the County believes that collusion exists among Offerors.

E. FUNDING

YMCA anticipates that partial funding for the project subject to this RFQ will consist of federal grant funding. As such, in submitting its Qualifications, Offeror acknowledges and is responsible for ensuring compliance with the general procurement standards applicable to Contractors, as detailed in 2 CFR 200. Any Contract awarded pursuant to this RFQ shall include all required contract clauses for services and work associated with this project, and the selected Offeror shall include the applicable clauses in its subcontracts.

Additionally, any contract entered into by the YMCA that is to be paid in whole or in part from grant funds will be subject to termination for convenience by the YMCA should grant funding become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract. Such termination will be without liability to the YMCA, other than for payment of services rendered prior to the date of termination.

F. HUB / MWBE UTILIZATION COMMITMENT

2 CFR 200.321 requires that Contractors take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contractors are required to facilitate Historically Underutilized Business (HUB) and/or Minority & Women-Owned Business Enterprise (MWBE) participation. Affirmative steps must include:

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

G. HISTORICALLY UNDERUTILIZED BUSINESSES

The State of Texas identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE).

H. NO UNAUTHORIZED CONTACTS

All correspondence relating to this RFQ, from advertisement to award shall be sent to YMCA Purchasing Director.

I. REGULATORY REQUIREMENTS & PERMITS

Successful Offeror shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and codes. The successful Offerors shall identify, prepare and/or obtain all licenses, documentation, coordination, testing, inspections, plans, reports, forms, and permits required to provide the services identified under this RFQ, as required by Local, State, and Federal Agencies, Departments, Boards, and Commissions at his/her own expense. Successful Offerors shall be responsible for supplying necessary reports and studies (if applicable) to the agencies as required and provide responses to their comments, as necessary.

J. RESPONSIBILITY REVIEW

YMCA may conduct research to determine that an Offeror is responsible. Some methods to determine responsibility include:

- Compliance with Delivery and Performance Schedules: YMCA may request information on other active contracts Offeror is performing and verify the status with those buyers;
- Performance Record: YMCA may require Offeror to submit contact information for recent contracts they have performed for other customers and contact them to ascertain Offeror's quality of performance, including timeliness of delivery/completion, quality of work, compliance with terms and conditions of the contract, and cost control, if applicable.
- Integrity and Business Ethics: YMCA may check local offices of Code Compliance and Business Licenses or other regulatory agencies for business ethics record and compliance with public policy. The YMCA may verify Offeror's, and Offeror's subcontractors, compliance with payments, wage rates, and affirmative action requirements with other customers and with applicable State and Federal Government offices, e.g., DOL Wage and Hour Division;
- Necessary Organization, Experience, Operational Controls, and Technical Skills: YMCA may verify experience with other customers, request copies of audits, or verify that necessary personnel will be available to work on the County's contract; and
- Necessary Production and Technical Equipment and Facilities: YMCA may request evidence that Offeror has all the equipment and facilities he/she will need or the capability to obtain them.

Offeror is responsible for determining the responsibility of their prospective subcontractors.

K. TAXES

YMCA is exempt from all federal excise, state and local taxes unless otherwise stated in this document. YMCA claims exemption from all sales and/or use taxes under Texas Tax Code 151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the YMCA Purchasing Director.

L. WAIVER OF SUBROGATION

Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against YMCA as an indirect party to any suit arising out of personal or property damages resulting from Offeror's performance under this agreement.

VII. SCOPE OF SERVICES & REQUIREMENTS

Offeror shall perform the Scope of Services to the extent necessary (a) for the proper execution and completion of the Services under the Contract; (b) to supervise and direct the Services in a safe manner and perform all Services in accordance with the Contract, Applicable Law, Applicable Permits and Industry Standards; and (c) in conformance

with the Contract Documents and the Requirements and such that the Services are in compliance with the Contract, Industry Standards, Applicable Codes, Applicable Laws and Applicable Permits.

Offeror is responsible for identifying, coordinating, and conforming scope, requirements, and recommendations of assigned project(s) to meet legal and regulatory parameters/constraints, codes and applicable requirements set forth by agencies, including, but not limited to the State of Texas, the Texas General Land Office (GLO) Harris County, U.S. Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), and any other local codes or agencies as they may apply.

Offeror shall demonstrate the ability to provide all the services defined in this RFP. Successful Offeror awarded a Contract shall be responsible for identifying, preparing, and obtaining all documentation, coordination, testing, inspections, plans, reports, forms, permits, and any other necessary documentation pertaining to any assigned work required by Local, State, and Federal Agencies, Departments, Boards, and Commissions. Offeror awarded a Contract shall be responsible for supplying necessary reports, studies, and/or documentation (if applicable) to the agencies as required and provide responses to their comments, as necessary.

A. BACKGROUND & OBJECTIVES

The YMCA of Greater Houston is the recipient of partial federal funding for the reconstruction of the MD Anderson YMCA (to be renamed) located at 705 Calvalcade St, Houston, TX 77009).

The YMCA seeks proposals from qualified Architectural Firms interested in providing full Design and Construction Administration services including the following:

- 1) Schematic Design
- 2) Design Development
- 3) CMAR Selection and Contracting
- 4) Construction Documents
- 5) Construction Administration
- 6) Assist and support the Owner in meeting all Federal and State requirements (Davis-Bacon Act, BABA Act, Little Miller Act, and any other requirements tied to the receipt of federal funds for the project).

The YMCA plans to award this scope of work to a single qualified firm but reserves the right to divide the work up among multiple firms if needed.

B. SCOPE OF SERVICES

The project(s) shall consist of a successful Offeror furnishing all qualified personnel, supervision, services, materials, equipment, facilities, travel, overhead, and incidentals necessary for Architectural Design, Construction Administration, and Labor Compliance Monitoring Services for the reconstruction of the MDA Anderson YMCA. The services to be performed by the Offeror may include, but are not limited to, the following:

The services to be performed by the Offeror may include, but are not limited to, the following:

1. ARCHITECTURAL DESIGN

Execute the design of the new YMCA facility to replace the existing MD Anderson YMCA. During this phase, the architect will be responsible for informing the owner of necessary studies needed to be in compliance with the State of Texas, Harris County, and City of Houston requirements. The architect shall provide owners with identified, recommended consultants, obtain proposals for all studies, and forward those to the Owner's representative for approval and acceptance by the CEO or CFO. At the YMCA's sole discretion, multiple proposals for each study may be required.

In executing the Design, the Architect shall stay within the identified scope and architectural program supplied by the YMCA.

1.1 ARCHITECTURAL SCHEMATIC DESIGN & DESIGN DEVELOPMENT

Using the architectural program, conceptual designs, and budget provided by the YMCA (Attachments K, L, and M), the Offeror shall undertake the Schematic Design & Design Development of the YMCA, making improvements, adjustments and refinements to the concept as warranted without expanding the overall budgetary scope of the project. In the event that the budgetary scope is insufficient, the Architect shall notify the YMCA of its opinion in this matter and work with the YMCA to identify potential solutions.

There are six (6) months allotted in the project schedule for this phase of the project.

As envisioned, the new YMCA facility shall completely replace the existing facility and will include a two-story structure of approximately 32,000 sf, a new outdoor swimming pool with a 600 sf structure to house pool mechanical equipment, a sports field of approximately 9,350 sf, and a parking lot with approximately 110 parking stalls.

The Architect shall meet regularly with the YMCA team during Schematic Design for owner feedback.

1.2 CMAR SELECTION, CONTRACTING AND VALUE ENGINEERING

The Offeror will participate in the Construction Manager at Risk (CMAR) selection process run by the YMCA. The objective of this phase is to identify, select and contract the CMAR for the project. The YMCA shall manage the selection process. The offeror shall provide advice and counsel during the process. Once selected, the Offeror shall guide the YMCA in the use of AIA contract templates to successfully place the CMAR under contract. Offeror shall adjust the AIA contract templates to reflect the terms negotiated between the CMAR and the YMCA.

The Architect shall advise the owner and ensure that the necessary CMAR contract language is in place to ensure compliance with **Davis-Bacon**, **BABA** and the **Little Miller Acts** including the following:

- Coordinate with the Owner to include Davis-Bacon wage determinations and compliance language in all construction specifications and bid documents.
- Include legally compliant bonding requirements in project specifications and bid documents.
- Assist the Owner in reviewing and approving submitted bonds for adequacy and legal compliance.
- Incorporate applicable Federal Acquisition Regulations (FAR) or agency-specific contractual requirements, as directed by the Owner or pass-through entity.

Additionally, the Architect shall coordinate with the owner to ensure all CMAR contract documents reflect the correct **project location, funding source, and labor classifications** and are otherwise in accordance with all Federal, State and local code requirements.

1.3 ARCHITECTURAL CONSTRUCTION DOCUMENTS

Upon acceptance of the project design and cost estimates (provided by the CMAR), the Offeror will proceed with the development of Construction Documents (CDs) for the project. The Offeror will work in collaboration with the CMAR to ensure that the project remains within budget. It is anticipated that the Architect and CMAR will need to meet less frequently with the owner during this phase of the work, but regular progress meetings will continue to occur throughout the CD phase to ensure the project remains aligned with the YMCA's vision and budget.

The Architect will work to ensure the following:

- Designing to meet BABA requirements, particularly for iron, steel, manufactured products, and construction materials.
- Specifying BABA-compliant products and clearly identifying sourcing requirements in construction documents.

2. ARCHITECTURAL CONSTRUCTION ADMINISTRATION

Oversee all construction activities for the project to ensure that the project is designed and delivered under all local, state, and federal codes.

2.1 Construction Phase: Construction Administration Services

Below is a list of functions that the Architect will be responsible for during the Construction Phase but is not meant to be all-inclusive:

1. The Architect will attend all construction meetings with the CMAR, consultants, and the YMCA. The meetings shall include a review of the project management, project schedule, standard procedures, and project phase-specific procedures.
2. The Architect will ensure that all approvals and permits from the appropriate authority have been obtained.
3. Provide comprehensive construction phase administration which would include ongoing full-time, supervision, project management and inspection work, review and approve (sign-off) shop drawings, change orders, request for information (RFIs) and contractor payment estimates, final inspections, and submitting project completion reports. The Architect will establish and maintain a submittal log to ensure contractor compliance with the contract documents and that the A/E processes them in a timely manner so as not to cause project delays. Advise YMCA of any proposed substitutions.
4. The Architect shall make recommendations to YMCA regarding the legitimacy of claims and Change Order requests.
6. Track project costs against budgets and project schedule monthly and submit to YMCA. Ensure the CMAR keeps the project schedule updated at all times and review the progress of the project to ensure that it is in compliance with the approved schedule.
7. The Architect will review contractors' construction schedules, observe construction progress, and report deviations from the schedule that might delay project completion. The Architect will meet the project schedule.
8. The Architect will regularly monitor and inspect all work to ensure the general quality of the work and compliance with the contract documents. The Architect will document and report all deficiencies.
9. The Architect will maintain current and orderly records of all construction documents including contracts, drawings, specifications, submittals, samples, schedules, correspondence, meeting minutes,

catalog data, directives, change orders, etc. The Architect will turn over to YMCA a disk or USB or other pre-approved electronic storage device with all information in a PDF format.

10. The Architect will evaluate the contractors' schedule of values to ensure accurate and appropriate payments to contractors.
11. The Architect will maintain an accurate and up-to-date construction project accounting system that will track all potential and approved changes. The Architect shall work with the YMCA to keep the cost records up to date.
12. The Architect will review all testing reports and ensure in compliance with the project.
13. The Architect will submit to the office of Texas Accessibility Standards as project plans for preliminary review and feedback prior to the site inspection at the end of the project.
14. The Architect will evaluate all change orders and time extension requests in consultation with the Architect and Engineer to determine reasonableness, evaluate the project budget, schedule, and make recommendations to the YMCA accordingly.
15. The Architect will maintain photographic, and if required, video records of construction activities as the project progresses on a regular basis. A copy of the photos and video will be uploaded to a disk or USB, or pre-approved electronic storage device.
16. The Architect will prepare and distribute a monthly field report to the YMCA in a format that is acceptable to the YMCA. The report shall include information on schedules, time extensions, recovery plans, budget, RFI and submittal status, potential change orders, photos of progress, and general project information.
17. Attend bi-weekly Project Construction Meetings with the YMCA, consultants and key project personnel which shall at a minimum include.
 - Project Issues
 - Project Schedule
 - Project Budget
 - Change Orders
 - Review of previous meeting minutes
 - Coordination with Subs, Utilities, and Owner self-performed work

Weekly Project meeting minutes shall be within 24 hours and submitted to all in attendance.

18. The Architect will assist with the following:
 - Assisting in the review and approval of contractor submittals and certifications to verify BABA compliance.
 - Supporting the Owner in preparing documentation for any required waiver requests related to BABA.
 - Provide oversight and support during construction administration to help identify any wage classification discrepancies or compliance concerns as they relate to the Davis-Bacon Act code requirements.
 - Support the Owner in resolving issues related to bond claims, defaults, or contractor non-performance (the Little Miller Act).
 - Cooperate with any audits, reports, or compliance reviews conducted by the funding agency or third-party oversight representatives.

- Maintain appropriate records and documentation in accordance with federal grant management standards.

2.2 Construction Close-Out Phase: Architectural Construction Administration Services

Below is a list of functions that the Architect will be responsible for during the Construction Close-Out Phase but is not meant to be all-inclusive:

1. Process Operation Manuals and Warranties. The Architect will collect from the contractors and log into a disk or USB storage device all operating and instruction manuals for equipment and building systems.
2. Coordinate Training. The Architect, in consultation with the CMAR, will coordinate and assist in training the operation and maintenance of building systems and equipment.
3. The Architect will coordinate with the office of Texas Accessibility Standards (TAS) for project review and final approval of the as built environment. Architect shall coordinate with the CMAR to respond to the TAS report and correct any shortcomings before obtaining final approval from TAS.
4. Coordinate Substantial and Final Inspections. The Architect and consultants will schedule and coordinate substantial completion and final inspections. The Architect will provide to the CMAR and YMCA a list of deficiencies (punch list) and will coordinate all correction actions by the CMAR.
5. Coordinate Construction Close-Out. The Architect will coordinate close-out activities including the completion of deficiencies, submittal of close-out documents, resolution of change orders, and recommendations for payment of retainage.
6. Submit Project Documentation. The Architect will submit all project documentation in a PDF format including files, records, drawings (both bid and record drawings), submittals, samples, warranty information from all vendors, and other information to the YMCA in an organized and usable form.
7. Time Limit. Close-Out Phase must be completed within two months of the end of the project, billing at no more than 20 days. If additional time is needed, a clear and justifiable cause for an extension of time must be provided to the YMCA month ahead of time to allow for review and approval.

VIII. CONTRACT REQUIREMENTS & PAYMENT

The following Contract terms and payment requirements shall apply to the work intended to be awarded pursuant to this RFQ. The term “Contractor” shall mean and refer to the successful Offeror. To the extent that any of the Contract terms contained in this conflict with the Scope, Requirements, Standards, General Conditions, or Federal provisions applicable to the Project, the more stringent requirement shall govern.

A. CONTRACT PROVISIONS

In accordance with 2 CFR 200.326, contracts executed by YMCA which are funded in whole or in part by federal grant monies shall contain the applicable provisions described in 2 CFR Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. These contracts shall contain the applicable provisions described in 2 CFR Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

B. INVOICING PROCEDURES

Contractor shall submit all invoices to YMCAHOUSTON@bscs.basware.com. Payment terms are “Net 30” from date the invoice is approved by the YMCA; therefore, payment to the Contractor may be up to one (1) month from the date the invoice is approved by the YMCA and received in Accounts Payable. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Contractor for correction.

C. COST PLUS CONTRACTING PROHIBITED

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates YMCA or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.

This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost- reimbursement type contract or subject to price redetermination.

D. INFORMATION SECURITY

1. Definitions

“Breach of Security” or “Breach” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“Personal Identifying Information” or “PII” means information that alone, or in conjunction with other information, identifies an individual, as defined at Tex. Bus. & Com. Code § 521.002(1).

“Sensitive Personal Information” or “SPI” means the information categories listed at Tex. Bus. & Com. Code § 521.002(2).

2. Security and Privacy Compliance

- a. Contractor shall keep all PII and SPI received or generated under the Contract and any documents related thereto strictly confidential.
- b. Contractor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- c. Contractor shall implement administrative, physical, and technical safeguards to protect PII and SPI that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- d. YMCA shall legally bind any contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Contractor shall ensure that the requirements stated herein are imposed on Contractor’s subcontractor(s).

- e. Contractor shall not share PII or SPI with any third parties, except as necessary for Contractor's performance under the Contract.

3. Data Ownership

- a. Upon termination of the Contract, Contractor shall promptly return to YMCA all YMCA -owned data possessed by Contractor and its employees, agents, or contractors, including any subcontractor. Contractor shall retain no copies or back-up records of YMCA -owned data. If such return is infeasible, as mutually determined by YMCA and Contractor, with respect to YMCA -owned data, Contractor shall limit any further use and disclosure of Data to the purposes that make the return of YMCA -owned data infeasible. In lieu of the requirements in this Section, YMCA may direct Contractor to destroy any YMCA-owned data in Contractor's possession. Any such destruction shall be verified by Contractor and YMCA.

4. Data Mining

- Contractor agrees not to use PII or SPI for unrelated purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by YMCA in the Contract or any document related thereto.
- Contractor agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of PII or SPI occurs.

5. Breach of Security

- a. Upon discovery of a Breach of Security or suspected Breach of Security by the Contractor, Contractor agrees to notify YMCA as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery.
- b. Contractor agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.

6. Right to Audit

- a. Upon YMCA's request and to confirm Contractor's compliance with this Appendix, Contractor grants YMCA permission to perform an assessment, audit, examination, investigation, or review of all controls in the Contractor's, or any of Contractor's contractors, including any subcontractor's, physical and/or technical environment in relation to PII or SPI. Contractor agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports PII or SPI. Contractor shall ensure that this clause concerning the YMCA's authority to assess, audit, examine, investigate, or review is included in any subcontract it award.

E. REMEDIES & LIQUIDATED DAMAGES FOR CERTAIN BREACHES

- 1. As authorized by 41 U.S.C. 1908, in instances where Contractors violate or breach contract terms, YMCA is authorized to impose administrative, contractual, or legal remedies which may provide for sanctions and penalties as appropriate.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of the Contract, YMCA may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages,

costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that YMCA may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. YMCA may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

2. Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney’s Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions.

YMCA and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

F. TAXES

YMCA is exempt from all federal excise, state and local taxes unless otherwise stated in this document. YMCA claims exemption from all sales and/or use taxes under Texas Tax Code 151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the YMCA Purchasing Director.

G. SAFETY NOT APPLICABLE TO THIS REQUEST FOR QUALIFICATIONS

It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of YMCA residents and staff, the Contractor’s staff, subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations.

The Contractor shall comply with all Safety Guidelines and all laws of any governmental authorities for the safety of persons or property. Hazardous Materials may not be used without prior notice to, approval from, and coordination with the County. Contractor shall be responsible for any Hazardous Materials brought onto County property by Contractor, Subcontractors, suppliers or anyone else for whom Contractor is responsible. Contractors shall dispose of all Hazardous Materials in accordance with all applicable laws and Safety Guidelines relating to disposal of Hazardous Materials. Notwithstanding anything herein to the contrary, asbestos, asbestos containing products or polychlorinated biphenyl (PCB) shall not be used in the Work.

H. HAZARDOUS MATERIALS NOT APPLICABLE TO THIS REQUEST FOR QUALIFICATIONS

As applicable, materials used in the completion of the Contract shall be free of hazardous materials, except as may be specifically provided for in the specifications.

I. SUPERVISION

Contractor shall provide competent management for the Project, approved by YMCA, who shall be working on the Project for direction, coordination, sequencing and all other required activities, for the entire duration of and until final acceptance of the Work. The approved project manager or superintendent shall not be discontinued (except upon Final Completion of the Project or in the event of his or her termination of employment or disability or if the YMCA requests a replacement to resolve incompatible working relationships) and no new individual shall be designated without prior approval of the YMCA.

J. STAFFING REQUIREMENTS

Contractor, upon award, shall make reasonable effort to maintain stability of the staff assigned to the Project to prevent the departure of the most productive and expert resources from the Project. Contractor shall provide YMCA with at least 30 days' notice of any change in key personnel or staff assigned to the Contract. Personnel shall be removed from the Project upon request by the YMCA.

K. SUBCONTRACTORS

YMCA must approve the actual subcontractors prior to their use. Offeror must verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal ID tax number, debarment status, and state licensing requirements. The Contractor assumes responsibility for the performance of the subcontractor; therefore, Offeror is urged to closely scrutinize subcontractors. If a subcontractor is found to be ineligible after award of a contract, the contract shall be immediately terminated and the matter reported to HUD.

L. INSURANCE

Contractor performing services under any contract awarded pursuant to this RFQ must provide the types and amounts of insurance specified in the *YMCA Insurance Requirements for Vendors*, included as Attachment J. Contractor is advised to carefully review such insurance requirements. By submitting Qualifications, Contractor acknowledges that it has reviewed the insurance provisions and takes no exceptions to the insurance requirements.

Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies **or** subcontractors shall maintain separate insurance in alignment with *YMCA Insurance Requirements for Vendors*, included as Attachment J.

M. WAIVER OF SUBROGATION

Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against YMCA as an indirect party to any suit arising out of personal or property damages resulting from Contractor's performance under this agreement.

N. FAILURE TO COMPLY

Failure to comply with any part of the provisions shall constitute a material breach of the Contract. The event of such a breach may result in compensation being withheld or suspended, termination of the Contract, or suspension or debarment of the Contractor. The Contractor shall also be liable for all damages available under 2 CFR Part 200 and statutes and regulations related to the formation and execution of the Contract.

O. TERMINATION

1. **Termination for Convenience.** This Contract may be Terminated for Convenience due to reasons known to YMCA, i.e., program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. This type of termination is utilized when the Contractor is not in violation of the contract terms and conditions. YMCA may terminate this contract without Cause upon thirty (30) days written notice.
2. **Termination for Cause.** This Contract may be Terminated for Cause due to actions by the Contractor, i.e., failure to perform, financial difficulty, slipped schedules, etc. In certain instances, the termination settlement may include reprocurement costs to be paid by the Contractor. YMCA reserves the right to terminate this Contract for default if Contractor breaches any of the terms herein, including warranties of Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of Termination is in addition to and not in lieu of any other remedies which YMCA may have in law or equity. Default may be construed as, but not limited to, failure to deliver

the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to YMCA's satisfaction and/or to meet all other obligations and requirements.

3. **Termination for Health and Safety Violations.** YMCA shall terminate this contract immediately without prior notice if Contractor fails to perform any of its obligations in this Contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

P. CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be incumbent upon the successful Offeror to continue services, if requested by YMCA, until new services can be completely operational. Offeror acknowledges its responsibility to cooperate fully with the replacement Offeror and YMCA to ensure a smooth and timely transition to the replacement Offeror. Such transitional period shall not extend more than ninety (90) days beyond expiration/termination date of the contract, or any extension thereof. Offeror shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by YMCA. During any transition period, all other terms and conditions of the agreement shall remain in full force and effect as originally written.

Q. EXTENSIONS / RENEWALS

Extensions or renewals of the awarded contracts may be made ONLY by written agreement between YMCA and the Contractor.

YMCA may extend the term of the contract by written notice to the Contractor within the term of the original contract. If the YMCA exercises this option, the extended contract shall be considered to include the option clause and shall require continued performance by the Contractor of any services within the limits and at the rates specified in the contract.

R. SEALS, LOGOS, AND FLAGS

Contractor shall not use any YMCA, Federal, State, or local government agency seal, logo(s), crest, or reproduction of flags or likeness of agency officials without expressed, specific agency pre-approval in writing.

S. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

Attachment A
RFQ & ADDENDA ACKNOWLEDGEMENT

Addenda Acknowledgement

As required by this solicitation, the undersigned Offeror hereby acknowledges receipt of all Addenda through and including:

<u>Addendum Number</u>	<u>Dated</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No addenda were received

RFQ Acknowledgement

This acknowledgment shall be signed, in ink, by a corporate officer, partner, or proprietor:

I certify that this Statement of Qualifications is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Statement of Qualifications for the same contract opportunity and is in all respects fair and without collusion or fraud. I am authorized to sign this Acknowledgement for the Offeror and agreed to abide by all conditions of this Request for Qualifications and certify that I have read and understand the RFQ documents in their entirety. In signing this Acknowledgement, I attest that under this contract opportunity I shall provide the services identified in this Request for Qualifications according to the published provisions of this RFQ. I certify that all statements made are true, complete and correct.

_____	_____
Authorized Signature	Date

Authorized Representative Name (First & Last): _____

Company Name: _____

Company Address: _____

Offeror DUNS Number: _____

Telephone: _____ Fax: _____ e-mail: _____

Attachment B
CERTIFICATION REGARDING LOBBYING

(To be submitted with each Statement of Qualifications for contract opportunities expected to exceed \$100,000)

The undersigned [Offeror] certifies, to the best of his or her knowledge, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Offerors are required to complete **Form SF-LLL - Disclosure of Lobbying Activities** to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Offeror, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Offeror understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Print Name and Title of Offeror's Authorized Official

Signature of Offeror's Authorized Official

Date

Attachment B
CERTIFICATION REGARDING LOBBYING

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier If Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency: 	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i>	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)	

Attachment C

STATEMENT OF OFFEROR QUALIFICATIONS

This Statement of Offeror Qualifications requests information about Offeror that will be used in the evaluation of Offeror responsibility. All Offerors must complete this form in its entirety and submit with the submission of Qualifications. Answers should be as thorough and definitive as possible and include all pertinent data. Failure to fully and truthfully disclose the information required may result in the disqualification of your Qualifications from consideration or termination of the contract, once awarded. Supplemental materials, additional pages, or requested lists providing additional information may be attached to further clarify answers.

General Information

1. Name of company/organization: _____
2. Address of company/organization: _____
3. Home office address (if other than above): _____
4. Telephone No: _____ Fax No.: _____
5. Type of business entity (corporation, partnership, sole proprietorship, etc.): _____
 - A. If your organization is a corporation, please provide on a separate sheet(s), detailing the following: Date of incorporation, State of incorporation, Names of President, Vice-president, Secretary, and Treasurer.
 - B. If your organization is a partnership or individually owned, please attach a list detailing the following: Date of organization, Name of owner(s) or partners.
6. Place of incorporation (if applicable): _____
7. Type of work performed by your company: _____
8. Year founded/established: _____
9. Has your organization been in business under its present name for at least five (5) years? ☐ YES ☐ NO
 - A. If not, please explain why. _____
10. Primary individual to contact: _____

Litigation Record

Have you or any member of your organization or team brought any claim, litigation, or arbitration against any Federal, State or Local Government during the last five (5) years?

☐ YES ☐ NO

If yes, attach a list of any claims, lawsuits, or requested arbitrations and their final outcome.

Has any Federal, State or Local brought any claim or litigation against you or any member of your organization or team during the last five (5) years?

☐ YES ☐ NO

If yes, attach a list of any claims, lawsuits, or requested arbitrations and their final outcome.

Has you or any member of your organization or team filed any lawsuits or requested arbitration with regards to any contracts within the last five (5) years?

☐ YES ☐ NO

If yes, attach a list of any lawsuits or requested arbitrations and their final outcome.

Are there any administrative proceedings, claims, lawsuits, or other exposures pending against you or any member of your organization or team?

Attachment C
STATEMENT OF OFFEROR QUALIFICATIONS

☐ YES ☐ NO

If yes, explain: _____

Have any subcontractors, in which your organization has some ownership, filed any lawsuits or requested arbitration with regards to any contracts within the last five (5) years?

☐ YES ☐ NO

If yes, explain: _____

Have you or any member of your organization or team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for any Federal, State or Local Government, or Private Entity?

☐ YES ☐ NO

If yes, explain: _____

Have you ever failed to complete any work awarded to you? ☐ YES ☐ NO

If yes, explain, indicating what was not completed and the reasoning: _____

Have you ever defaulted on a contract? ☐ YES ☐ NO

If yes, explain: _____

Experience Record

How many years has your organization been providing the services identified in this RFQ to the following types of entities?

Government (Public) Entities: _____

Private (Commercial) Entities: _____

List three to five (3-5) similar projects as the one specified in this solicitation that your organization has completed over the last five (5) years. Attach additional pages as necessary:

1. _____
2. _____
3. _____
4. _____
5. _____

Describe your organization's concepts for working in a team relationship with the owner and user groups during the completion of projects similar to that identified in this RFQ. Identify which of the project(s) listed on Attachment E, *References*, best exemplify these concepts and experiences. Attach additional pages as necessary:

Attachment C
STATEMENT OF OFFEROR QUALIFICATIONS

Please list categories of work that your organization normally performs with its own forces.

Please list subcontractors/subconsultants in which your organization has some ownership or relationship and list the categories of work those subcontractors/subconsultants normally perform.

1.

2.

3.

4.

Portions of work Offeror proposes to sublet in case of award of contract, including amount and type:

1.

2.

3.

Attachment C
STATEMENT OF OFFEROR QUALIFICATIONS

Dated this day _____ of _____ 20__

(Name of Organization)

By: _____
(Title)

Submitted by _____ an individual
a partnership
a corporation

with principal office at _____
(Full Address or City, State)

To be filled in by Corporation:
Date incorporated _____
Under the laws of _____ State.

To be filled in by Partnership
Date formed _____
State whether partnership is general, limited or associated

Executive Officer _____

List Members:

State of _____

County of _____

_____, being duly sworn, deposes and attests that he/she is
(Name of Offeror's Representative)

_____ of _____,
(Position Title) (Name of Organization)

and that: (1) the Offeror submitting a Statement of Qualifications for this contract opportunity and the contractors / subcontractors anticipated to perform the work are properly licensed, as applicable, and shall provide proof of said licensure needed to complete the scope of work; (2) the answers to the foregoing questions on the attached/associated forms and all statements therein are correct to the best of their knowledge; (3) the experience record are made part of this affidavit as though written in full herein; and (4) all statements and answers to the questions given in the above-mentioned experience record are true and correct.

_____, sworn to before me this _____ day
(Name of Offeror's Representative)

of _____, 20__.

Notary Public

(Seal)
My Commission expires

Attachment E
REFERENCES

Reference #1

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

Reference #2

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

Reference #3

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

Attachment E
REFERENCES

Reference #4

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

Reference #5

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

Reference #6

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157

Expiration Date: 1/31/2027

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract.

Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

Part II - General Qualifications

See the **"General Instructions"** on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (*Function Codes*)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (*Profile Codes*)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
		E13	Environmental Testing and Analysis
B01	Barracks; Dormitories		
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
		F02	Field Houses; Gyms; Stadiums
C01	Cartography	F03	Fire Protection
C02	Cemeteries (<i>Planning & Relocation</i>)	F04	Fisheries; Fish ladders
C03	Charting: Nautical and Aeronautical	F05	Forensic Engineering
C04	Chemical Processing & Storage	F06	Forestry & Forest products
C05	Child Care/Development Facilities		
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building (<i>low rise</i>) ; Shopping Centers		
C11	Community Facilities	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C12	Communications Systems; TV; Microwave		
C13	Computer Facilities; Computer Service	G06	Graphic Design
C14	Conservation and Resource Management		
C15	Construction Management	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C16	Construction Surveying	H02	Hazardous Materials Handling and Storage
C17	Corrosion Control; Cathodic Protection; Electrolysis	H03	Hazardous, Toxic, Radioactive Waste Remediation
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting		
C19	Cryogenic Facilities	H04	Heating; Ventilating; Air Conditioning
		H05	Health Systems Planning
D01	Dams (<i>Concrete; Arch</i>)	H06	Highrise; Air-Rights-Type Buildings
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H07	Highways; Streets; Airfield Paving; Parking Lots
D03	Desalinization (<i>Process & Facilities</i>)		
D04	Design-Build - Preparation of Requests for Proposals	H08	Historical Preservation
D05	Digital Elevation and Terrain Model Development	H09	Hospital & Medical Facilities
D06	Digital Orthophotography	H10	Hotels; Motels
D07	Dining Halls; Clubs; Restaurants	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D08	Dredging Studies and Design	H12	Hydraulics & Pneumatics
		H13	Hydrographic Surveying

List of Experience Categories (*Profile Codes continued*)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
		T06	Tunnels & Subways

List of Experience Categories (*Profile Codes continued*)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ (Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(Degree and Specialization)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		<input type="checkbox"/> Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER		
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border: none;">CONSTRUCTION <i>(If applicable)</i></td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>				

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

[illegible]

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

The undersigned [Bidder] certifies, to the best of his or her knowledge that _____, Bidder company or legal entity responding to this IFB, understands and is in compliance with the applicable federal standards and regulatory requirements, including but not limited to those specified in Title 2 Code of Federal Regulations 200.326 and 2 C.F.R. 200 Appendix II, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and those listed under *Required Contract Provisions* (Attachment P), and agrees to pass through these requirements to its subcontractors and third-party contractors who will perform work on or are relevant to this contract, as applicable. **Bidder must initial by each regulatory requirement and sign below.**

- _____ **A. ACCESS TO RECORDS & RECORD RETENTION** – Bidder agrees to comply with 2 CFR 200.336 and provide Harris County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the successful Bidder(s) which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. Successful Bidder shall maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.
- _____ **B. ACCESSIBILITY** – Bidder agrees to comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Bidder must comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).
- _____ **C. BYRD ANTI-LOBBYING AGREEMENT** – Bidder submitting bids exceeding \$100,000 agree to comply with CFR 200 APPENDIX II (J) and 24 CFR 570.303, and shall file the required certification (see Attachment C, *Certification Regarding Lobbying*) under 31 U.S.C. 1352.
- _____ **D. CIVIL RIGHTS ACT OF 1964 (TITLE VI 42 U.S.C. § 2000D)** – Bidder agrees to comply with Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), which prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.
- _____ **E. CLEAN AIR ACT & THE FEDERAL WATER POLLUTION CONTROL ACT** – If at any time during the contract term funding to contract exceeds \$150,000, Bidder agrees to comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Bidder agrees it shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.

For any subcontractors under this contract receiving contracts in excess of \$150,000 Bidder agrees to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- _____ **F. *CONTRACT WORK HOURS & SAFETY STANDARDS ACT*** – Bidder agrees to comply with the Contract Work Hours and Safety Standards Act. For any contract awarded under this contract opportunity in excess of \$100,000, that contract shall be a covered transaction for purposes of compliance with the 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).
- _____ **G. *COPELAND “ANTI-KICKBACK” ACT*** – Bidder agrees to comply 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 vendor, contractor, subcontractor, or subrecipient shall 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.
- _____ **H. *COST PLUS CONTRACTING PROHIBITED*** – Bidder agrees to comply with the prohibition against cost-plus-a-percentage-of-cost (CPPC) contracting. Pursuant to 2 CFR 200.323(d), Bidder agrees to never use cost plus a percentage of cost and percentage of construction cost methods of contracting, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.
- _____ **I. *DAVIS BACON & RELATED ACTS*** – When applicable, Bidder agrees to comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 3 and part 6). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- _____ **J. *DEBARMENT AND SUSPENSION*** – Bidder affirms that it is not debarred nor suspended from receiving federally-funded awards. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.
- _____ **K. *ENERGY EFFICIENCY*** – Bidder agrees to comply with the 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. 6201).

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

- _____ **L. *EQUAL EMPLOYMENT OPPORTUNITY*** – Bidder agrees to comply with the Equal Opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor).

Bidder agrees it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Bidder agrees to 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.

- _____ **M. *EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES*** – Bidder agrees to comply with the requirements of the equal opportunity clause at 41 CFR 60-741.5(a). This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

Bidder agrees to include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor.

- _____ **N. *EQUAL EMPLOYMENT OPPORTUNITY FOR VETERANS*** – Bidder agrees to comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions (41 CFR 60.300). Bidder agrees it shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran in regard to any position for which the employee or applicant for employment is qualified. Bidder agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices.

Bidder shall include the Equal Employment Opportunity for VEVRAA Protected Veterans clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract).

- _____ **O. *FAIR LABOR STANDARDS ACT*** – Bidder agrees to comply with the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.). Bidder warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

- _____ **P. *FLOOD DISASTER PROTECTION ACT OF 1973*** – Bidder agrees to comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

- _____ **Q. *GREEN BUILDING*** – Bidder agrees to comply with local codes and national building codes for any work involving rehabilitation or construction, including design. When contract is funded, in whole or in part, by HUD funding, Bidder agrees to comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Bidder agrees to comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.

- _____ **R. *HOLD HARMLESS AGREEMENT*** – Bidder agrees to indemnify, defend, and hold harmless Harris County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. The successful Bidder shall procure and maintain, with respect to the subject matter of this Invitation for Bids, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Invitation for Bids. Certification of such coverage must be provided to the County upon request.
- _____ **S. *LEAD BASED PAINT*** – Bidder agrees to comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Agreement, which relate to residential structures.
- _____ **T. *NON-COLLUSION*** – Bidder agrees to comply with The Sherman Act, which prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Bidder agrees that it has not in any way directly or indirectly: Colluded, conspired, or agreed with any other person, firm, corporation, Bidder or potential Bidder to the amount of this Bid or the terms or conditions of this Bid; Paid or agreed to pay any other person, firm, corporation Bidder or potential Bidder any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Bid or the Bid of any other Bidder; or Assembled in coordination with any other organization in an attempt to fix the price of the work.
- _____ **U. *PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES*** – Bidder agrees to comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors who are awarded contracts with the County are required to take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBES).
- _____ **V. *POTENTIAL CONFLICT OF INTEREST*** – In accordance with 2 CFR 200.112, Bidder agrees to comply with disclosure requirements pursuant to Texas Local Government Code, Chapter 176. Bidder agrees not to use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local

Attachment H

CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

governmental entity not later than the 7th business day after the date Bidder becomes aware of facts that require the statement to be filed.

- _____ **W. *PREVAILING WAGES*** – Bidder agrees to comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. In accordance with the statute, Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate.
- _____ **X. *PROCUREMENT OF RECOVERED MATERIALS*** – Bidder agrees to comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any contractors awarded under this contract opportunities are subject to the requirements of Section 6002.
- _____ **Y. *PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS*** – Bidder agrees to comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which applies to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.
- _____ **Z. *RESTRICTIONS ON PUBLIC BUILDINGS & PUBLIC WORKS PROJECTS*** – The Bidder certifies by the submission of its bid that it:
- Is not a Contractor of a foreign country included on the USTR list.
 - Has not and will not enter into any subcontract with a subcontractor of a foreign country included on the USTR list.
 - Will not provide any product of a foreign country included on the USTR list.

If requested, Bidder agrees to provide their policy and/or documentation verifying compliance with each of the above listed regulatory requirements.

Print Name and Title of Bidder's Authorized Official

Signature of Bidder's Authorized Official

Date



YMCA of Greater Houston

Disclosure of Potential Conflict of Interest

Do any of the following have a financial or other significant interest with the YMCA of Greater Houston, including its employees, Board of Directors, and/or Executive Team?

- Yourself
- Your immediate family
- Your partner
- Any organization in which any of the aforementioned have a material financial or other significant interest

If so, please describe:

_____ I certify that neither I nor any of the parties listed above have a conflict of interest to disclose at this time. I understand that if awarded this contract, I have an obligation to report such actual or perceived conflict should it become known to me.

_____ I certify that I have provided full disclosure of all relations that may create a conflict of interest with the YMCA of Greater Houston above and/or with a separate attached document.

Organization Name: _____

Authorized Representative Name and Title: _____

Authorized Representative Signature: _____

Date: _____



YMCA of Greater Houston

Identification of Underutilized Businesses

The YMCA of Greater Houston is committed to working with a variety of vendors and partners from different backgrounds, including those identified as historically underutilized businesses. Please identify any of the following that applies to your organization:

___ Small Business (certified by the Small Business Administration)

___ Minority-Owned Business

___ Women's Business Enterprise

___ Veteran-Owned Business

___ Labor Surplus Area Firm ([as defined by US Dept. of Labor](#))

___ HUBZone certified ([as defined by the Small Business Administration](#))

Organization Name:

Authorized Representative Name and Title:

Authorized Representative Signature:

Date:

Attachment 2

YMCA's Insurance Requirements of Contractor

1. Insurance Coverage To Be Provided By Contractor. This Exhibit (the "Insurance Requirements") is attached as an Exhibit as part of the Contract Documents. In the event of conflict between any of the following Insurance Requirements and any provision in the Contract Documents, these Insurance Requirements control, amend and supplement the conflicting provision. Subject to review and revision by the YMCA from time to time, in the YMCA's good faith judgment, the following insurance shall be maintained by Contractor with coverage and limits of not less than those set forth below at all times during the term of the Agreement and thereafter as required.

No.	Specifications	Coverages, Limits and Other Requirements
A. LIABILITY		
1.	Commercial General Liability.	Contractor is to maintain commercial general liability ("CGL") insurance and, if necessary, commercial excess insurance, issued on an Occurrence Basis meeting at least the following specifications.
1.1	Minimum Limits	The limits of coverage shall not be less than the following amounts: \$5,000,000 Per Occurrence \$5,000,000 General Aggregate \$5,000,000 Products and Completed Operations Aggregate \$5,000,000 Personal and Advertising Injury
1.2	General Aggregate	A Designated Construction Project(s) General Aggregate Limit shall be provided on ISO form CG 25 03 05 09.
1.3	Post-Completion Coverage	Contractor agrees to maintain Products-Completed Operations coverage with respect to the Work performed under the Agreement in identical coverage, form and amount, including required endorsements, for the full term of the Statute of Repose following Date of Substantial Completion of the Work. Contractor shall provide written representation to the YMCA stating Work completion date.
1.4	Form	This insurance is to be issued on the most recent reasonably available and unmodified ISO form CG 00 01 or equivalent and shall cover liability arising from premises, ongoing and completed operations.
1.5	Insured Contracts	Coverage shall include but not be limited to liability assumed by Contractor under the Agreement, including the tort liability of another assumed in a business contract, and shall include unmodified Separation of Insureds coverage.
1.6	Additional Insureds	Additional Insured status shall be provided in favor of the YMCA Parties on a combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01.
1.7	Electronic Data Liability	This insurance is to include an Electronic Data Liability endorsement ISO CG 04 37 with coverage to the full limits of the policy(ies).
1.8	Personal Injury Contractual Liability	The personal injury contractual liability exclusion shall be deleted.
1.9	Primary and Noncontributory	This insurance shall be endorsed to provide primary and noncontributing liability coverage by ISO CG 20 01 04 13. It is the specific intent of the parties to the Agreement that all insurance required herein shall be primary to and shall seek no contribution from all insurance held by the YMCA Parties, with the YMCA Parties' insurance being excess, secondary and noncontributing.
1.10	Waiver of Right of Recovery and Subrogation	Contractor agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of the YMCA Parties on ISO form CG 24 04 05 09.
1.9	Notice of Cancellation	This insurance shall be endorsed to provide a 30 day notice of cancellation to the YMCA.
1.10	Prohibitions	Prohibited exclusions/limitations or their equivalents include but are not limited to: a. Amendment of Insured Contract Definition ISO CG 24 26 b. Classification or Business Description c. Construction Defect Completed Operations d. Contractual Liability Limitation ISO CG 21 39 e. Damage to Work Performed by Subcontractors On Your Behalf ISO CG 22 94 or CG 22 95 f. Endorsement modifying the Employer's Liability exclusion or deleting the exception to it g. Explosion, Collapse and Underground Property Damage Hazard, ISO CG 21 42 or CG 21 43 h. Habitational or Residential i. "Insured vs. Insured" except Named Insured vs. Named Insured j. Known, Continuous or Progressive Injury or Damage k. Limitation of Coverage to Designated Premises or Project ISO CG 21 44 l. Punitive, Exemplary or Multiplied Damages m. Subsidence n. Work Height

2.0	<u>Business Auto Liability.</u> Contractor is to maintain business auto insurance and, if necessary, commercial excess insurance, meeting at least the following specifications.	
2.1	Minimum Limits	The limits of liability shall be no less than \$5,000,000 per accident.
2.2	Form	This insurance is to be issued on the current edition of the ISO CA 00 01
2.3	Scope	This insurance is to cover damages because of bodily injury or property damages caused by an accident and resulting from the ownership, maintenance or use (1) of any auto, including owned, hired and non-owned autos, and (2) of any mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws.
2.4	Additional Insured	Additional Insured status shall be provided to the YMCA Parties on ISO form CA 20 48 10 13.
2.5	Waiver of Right of Recovery and Subrogation	Contractor agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of the YMCA Parties on ISO form CA 04 44 10 13.
2.6	Notice of Cancellation	This insurance shall be endorsed to provide a 30 day notice of cancellation to the YMCA.
3.0	<u>Workers' Compensation and Employer's Liability.</u> Contractor is to maintain workers' compensation and employer's liability and, if necessary, commercial excess insurance, insurance meeting at least the following specifications.	
3.1	Workers' Compensation Limits	The minimum limits of this insurance shall be no less than the statutory limits.
3.2	Employer's Liability Limits	The minimum limits of this insurance shall be no less than \$5,000,000 each accident and disease.
3.3	Territory	The state in which the Work is to be performed must be listed under Item 3.A. on the Information Page of the policy.
3.4	Scope	This insurance is to cover liability arising out the Contractor's employment of workers and anyone for whom the Contractor may be liable for workers' compensation claims. Worker's compensation insurance is required and no "alternative" form of insurance is permitted.
3.5	Prohibitions	Employees leased through a Professional Employment Organization ("PEO") are not permitted.
3.6	Stop Gap	Stop Gap coverage must be provided if Work is to be performed in a monopolistic state, listing the state(s) in which Work is to be performed.
3.7	United States Longshoremen and Harbor Workers ("USL&H")	USL&H coverage must be provided where such exposure exists listing the state(s) in which Work is to be performed.
3.8	Waiver of Right of Recovery and Subrogation	Contractor agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of the YMCA Parties on form WC 42 03 04 B.
3.9	Notice of Cancellation	This insurance shall be endorsed to provide a 30 day notice of cancellation to the YMCA.
4.0	<u>Excess Liability.</u> If any of the required coverages are to be maintained by and through excess liability insurance, Contractor is to maintain excess liability insurance meeting at least the following specifications.	
4.1	Scope	This insurance shall be excess over and be no less broad than all coverages and conditions described above. The policy limits required herein may be provided by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
4.2	Concurrency	Such coverage shall have the same inception date as the commercial general liability and employer's liability coverages.
4.3	Drop Down Coverage	Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits.
4.4	Defense Costs	This insurance is to include a duty to defend any insured.
5.0 <input checked="" type="checkbox"/>	<u>Professional Liability.</u> If indicated in the box to the left, Contractor is to maintain Professional Liability insurance meeting at least the following specifications.	
5.1	Minimum Limits	Limits of coverage shall be no less than: \$2,000,000 each loss \$4,000,000 annual aggregate If a combined Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate.
5.2	Scope	Such insurance shall cover all services rendered by the Contractor and its subcontractors under the Agreement, including but not limited to design or design/build services.
5.3	Retroactive Date	Any retroactive date must be effective prior to beginning of services for the YMCA.

5.4	Prohibitions	<p>This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:</p> <ul style="list-style-type: none"> a. bodily injury or property damage where coverage is provided in behalf of design professionals or design/build contractors; b. habitational or residential operations; c. mold and/or microbial matter and/or fungus and/or biological substance; or d. punitive, exemplary or multiplied damages. <p>A professional liability endorsement to a general liability policy is not acceptable.</p>
5.5	Term	Policies written on a Claims-Made basis shall be maintained for at least two years beyond termination of the Agreement. The purchase of an extended discovery period or an extended reporting period on a Claims-Made policy will not be sufficient to meet the terms of this provision.
5.6	Waiver of Right of Recovery and Subrogation	Contractor agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of the YMCA Parties.
5.7	Notice of Cancellation	This insurance shall be endorsed to provide a 30 day notice of cancellation to the YMCA.
6.0	<u>Pollution Liability.</u> If indicated in the box to the left, Contractor is to maintain Pollution Liability insurance meeting at least the following specifications. <input checked="" type="checkbox"/>	
6.1	Minimum Limits	<p>Limits of coverage shall be no less than:</p> <p>\$2,000,000 each loss \$4,000,000 annual aggregate</p> <p>If a combined Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate.</p>
6.2	Scope	<p>The policy must provide coverage for:</p> <ul style="list-style-type: none"> a. the full scope of the named insured's operations (on-going and completed) as described within the scope of work for this Agreement b. loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall c. third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations; d. diminution of value and Natural Resources damages e. contractual liability f. claims arising from owned and non-owned disposal sites utilized in the performance of this Agreement. <p>Coverage extensions to the General Liability insurance policy without a separate insurance agreement for Contractors Pollution Liability insurance will not fulfill this requirement</p>
6.3	Additional Insured	This insurance must name the YMCA Parties as an Additional Insureds, and be primary and noncontributory to all coverage available to the Additional Insured.
6.4	Insured Contracts	Coverage shall include but not be limited to liability assumed by Contractor under the Agreement, including the tort liability of another assumed in a business contract.
6.5	Primary and Noncontributory Coverage	This insurance shall be endorsed to provide primary and noncontributing liability coverage. It is the specific intent of the parties to the Agreement that all insurance required herein shall be primary to and shall seek no contribution from all insurance held by the YMCA Parties, with the YMCA Parties' insurance being excess, secondary and noncontributing.
6.6	Waiver of Right of Recovery and Subrogation	Contractor agrees to waive its rights of recovery and shall cause this insurance to be endorsed to waive all rights of subrogation in favor of the YMCA Parties.
6.7	Notice of Cancellation	This insurance shall be endorsed to provide a 30 day notice of cancellation to the YMCA.
6.8	Retroactive Date	If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of this Agreement or the commencement of Contractor services relation to the Work.
6.9	Prohibitions	<p>This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:</p> <ul style="list-style-type: none"> a. Insured vs. insured actions. However exclusion for claims made between insured within the same economic family are acceptable. b. impaired property that has not been physically injured c. materials supplied or handled by the named insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval. d. property damage to the work performed by the Contractor e. faulty workmanship as it relates to clean up costs f. punitive, exemplary or multiplied damages g. work performed by subcontractors

		h. contractual liability incurred as a result of an injury to an employee of the insured.
6.10	Term	Completed operations coverage shall be maintained for a minimum of seven (7) years after the completion of work. The extended reporting period on a claims made based policy does not fulfill this requirement. Pollution Liability insurance policies insuring a specific job shall have completed operations coverage for at least the duration of the work plus seven (7) years.

2. General Insurance Requirements.

.1 Definitions. For purposes of this Agreement:

- a. "Agreement" means the Agreement to which this Exhibit is attached.
- b. "ISO" means Insurance Services Office.
- c. "Contractor" shall include subcontractors of any tier.
- d. "YMCA Parties" means (a) "YMCA Parties" means (a) YMCA of Greater Houston (the "YMCA"), (b) the Project, (c) any lender whose loan is secured by a lien against the Work, (d) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Construction Documents.

.2 Limits. "Limits" set out in these specifications are the minimum dollar amount of insured coverage for the risk, cause of loss or peril specified. If Contractor maintains greater limits, then these specifications shall not limit the amount of recovery available to the YMCA Parties and the limits specified above as the minimum limits are increased to the greater limits.

.3 Policies. All policies held by Contractor and required herein must be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Work is to be performed.

.4 Deductibles and Retentions. No deductible or self-insured retention shall exceed \$25,000 without prior written approval of the YMCA, except as otherwise specified herein. If Contractor elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions exceeding \$25,000.00, the YMCA Parties and Contractor shall maintain all rights and obligations between themselves as if Contractor maintained the insurance with a commercial insurer including but not limited to Additional Insured status, Primary and Non-Contributory Liability, Waivers of Rights of Recovery, Other Insurance Clauses, and any other extensions of coverage required herein. Contractor shall pay from its assets the costs, expenses, damages, claims, losses and liabilities, including attorney's fees and necessary litigation expenses at least to the extent that an insurance company would have been obligated to pay those amounts if Contractor had maintained the insurance pursuant to this Exhibit. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Contractor's sole risk. The Contractor shall not be reimbursed for same.

.5 Forms. If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit are superseded or discontinued, the YMCA will have the right to require other equivalent forms. Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by the YMCA.

.6 Evidence of Insurance. Contractor is to provide the YMCA with evidence of insurance prior to entry by Contractor on the property and thereafter is to provide the YMCA refreshed evidence of continued insurance after the expiration of the current policies prior to the expiration of the current policies. Insurance must be evidenced as follows:

- a. ACORD Form 25 Certificate of Liability Insurance for liability coverages which shall specify:
 - 1) YMCA as certificate holder at the YMCA's mailing address;
 - 2) Insured's name, which must match that on the Agreement;
 - 3) Insurance companies producing each coverage and the policy number and policy date of each coverage;
 - 4) Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
 - 5) Additional Insured status in favor of the YMCA Parties on forms required herein on General Liability, Auto Liability, Excess Liability and, when required herein, Pollution Liability;
 - 6) Designated Construction Project(s) General Aggregate Limit on General Liability and Excess Liability;
 - 7) Electronic Data Liability on General Liability and Excess Liability;
 - 8) Personal Injury Contractual Liability on General Liability and Excess Liability;
 - 9) Primary and non-contributory status on General Liability and Excess Liability;
 - 10) Pollution Liability when required herein;
 - 11) Professional Liability when required herein;
 - 12) Waivers of subrogation on all coverages;
 - 13) Amount of any deductible or self-insured retention in excess of \$25,000;
 - 14) 30 Day Notice of Cancellation on all coverages;
 - 15) All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.
- b. Copies of the following shall also be provided:
 - 1) General Liability Additional Insured endorsement(s);
 - 2) General Liability Schedule of Forms and Endorsements page(s); and
 - 3) 30 Day Notice of Cancellation endorsement applicable to all required policies.

If requested in writing by the YMCA, Contractor will provide to the YMCA a certified copy of any or all insurance policies required herein including endorsements within ten (10) days of any such request.

Commencement of Work without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of this Agreement, shall not constitute a waiver by any the YMCA Party of any rights. The YMCA shall

have the right, but not the obligation, of prohibiting the Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the YMCA.

.7 Insurance Requirements of Contractor's Subcontractors

- a. Insurance similar to that required of the Contractor shall be provided by all subcontractors (or provided by the Contractor on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Contractor shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the YMCA upon request.
- b. The Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Contractor's or its subcontractor's property shall be the Contractor's and its subcontractor's sole and complete means of recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Contractor and its subcontractors shall not be reimbursed for same. Should the Contractor or its subcontractors choose to self insure this risk, it is expressly agreed that the Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the YMCA Parties.

3. Miscellaneous

- .1 **Release and Waiver.** The Contractor hereby waives all rights of recovery and releases, and shall cause its subcontractors to release, the YMCA Parties from any and all claims or causes of action whatsoever which the Contractor and/or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Contractor and/or its subcontractors pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.**
- .2 **No Waiver.** Failure of any YMCA Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any YMCA Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.
- .3 **Suspension.** The YMCA shall have the right, but not the obligation, of suspending Contractor's services, without an increase in the sum payable by the YMCA to Contractor due to such suspension, until such certificates or other evidence that the required insurance has been placed in compliance with these requirements is received and approved by the YMCA.
- .4 **Post Completion Coverage.** With respect to the insurance to be maintained after final payment to Contractor, an additional certificate(s) evidencing such coverage shall be provided to the YMCA with final application for payment if prior certificate has expired, and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.
- .5 **Compliance With Laws.** If any insurance requirements are deemed to violate any law, statute or ordinance, the insurance requirements shall be reformed to provide the maximum amount of protection to the YMCA as allowed under the law.
- .6 **Use of the Owners Equipment.** The Contractor, its agents, employees, subcontractors or suppliers shall use the Owners equipment only with express written permission of the Owners designated representative and in accordance with the Owners terms and condition for such use. If the Contractor or any of its agents, employees, subcontractors or suppliers utilize any of the Owners equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the YMCA, the Contractor shall defend, indemnify and be liable to the YMCA Parties for any and all loss or damage which may arise from such use.
- .7 **Contractor Insurance Representations to the YMCA Parties**
 - a. It is expressly understood and agreed that the insurance coverages required herein (a) represent the YMCA Parties' minimum requirements and are not to be construed to void or limit the Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages the Contractor should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Contractor in support of the Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Agreement.
 - b. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If the Contractor shall fail to remedy such breach within five (5) business days after notice by the YMCA, the Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to the YMCA Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Contractor by the YMCA. In the event of any failure by the Contractor to comply with the provisions of this Agreement, the YMCA may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Contractor, purchase such insurance, at the Contractor's expense, provided that the YMCA shall have no obligation to do so and if the YMCA shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- .8 **Survival.** This Exhibit is an independent contract provision and shall survive the completion of the Work or termination or expiration of the Construction Agreement.

MD Anderson YMCA Redevelopment Project
Revised Architectural Program
Jun-25

#	Venue	Level	Square Footage	Notes
1	Vestibule/Lobby/Commons	1	2,200	High Bay portion with visibility to 2nd level Wellness Activity
2	Admin /Break Area	1	500	
3	Universal/Private Changing Rooms and Locker/Handwash area	1	2,000	Open Locker area with private changing stalls, wet and dry. Will provide example imagery and floorplans. Open/Direct access to lobby and door access to outdoor pool.
4	Executive Office	1	120	
5	Rest Room	1	120	
6	Back of House	1	400	
7	Elevator	1	120	
8	Aquatics Office	1	120	
9	Gymnasium	1	6,000	
10	Community Room	1	850	
11	Youth Program Studio	1	1,200	Side by side with overhead or barn door access between the two. Plan
12	Child Watch	1	1,400	for future outdoor playground adjacent to child watch, 1,500 sf
13	Gym Storage	1	800	
			15,830	
			<u>2,691</u>	
			18,521	
14	Wellness/Fitness Center	2	7,000	Visibility into gymnasium, overlooking pool, down into lobby
15	Rest Room	2	120	
16	Elevator	2	120	
17	Studio A	2	1,500	Side by side with storage in between
18	Studio B	2	1,500	
19	Studio Storage	2	500	
20	Fitness Office	2	100	
			10,840	
			<u>1,843</u>	
			12,683	
Total Enclosed Square Footage			31,204	
21	Fenced, Heated/Chilled outdoor pool/deck		8,000	L shaped, four 25-yard lanes, each 7.5 ft. wide, teaching area roughly 15 feet wide by 20 yds long. Deck large enough for lounge chairs, shade sails and table/chairs
22	Freestanding Pool Mechanical Building		600	
23	Fenced, Turf Sports Field		9,350	Adjacent to Gym with overhead door and standard door access
24	Parking ... Ideally 110 stalls			



CONCEPT RENDERINGS

A New 32,000 square foot YMCA
replacing the current MD Anderson YMCA
Houston, TX
June 2025



















Cost Estimate Summary (Expanded Detail)

YMCA of Greater Houston M.D. Anderson
Family YMCA 705 Calvalcade St, Houston, TX
77009

Date: 6/19/2025

Release Year 2025 Quarter 2 Commercial Construction



Phase	Description	Source	Square Feet/ QTY	per SF/ Unit	Base Estimation	Planning Cont (20%)	Total Estimation (*)	Cost per Square Foot	Hard Construction	CMAR (25.0%)	A&E (7.0%)	Owner Cont (5.0%)	Owner FF&E (6.0%)
1.00	Demo	Market Estimation	31,200	\$10.00	\$312,000	\$62,400	\$374,400	\$12.00	\$251,971.20	\$62,992.80	\$22,047.48	\$16,850.57	\$20,537.95
2.00	Site/ Earthwork	Market Estimation	25,000	\$20.00	\$500,000	\$100,000	\$600,000	\$24.00	\$403,800.00	\$100,950.00	\$35,332.50	\$27,004.13	\$32,913.38
3.00	Paving	Market Estimation	43,750	\$10.00	\$437,500	\$87,500	\$525,000	\$12.00	\$353,325.00	\$88,331.25	\$30,915.94	\$23,628.61	\$28,799.20
4.00	Hardscape/ Landscape	Market Estimation	43,560	\$5.00	\$217,800	\$43,560	\$261,360	\$6.00	\$175,895.28	\$43,973.82	\$15,390.84	\$11,763.00	\$14,337.07
5.00	Utilities	Market Estimation	3	\$50,000.00	\$150,000	\$30,000	\$180,000	N/A	\$121,140.00	\$30,285.00	\$10,599.75	\$8,101.24	\$9,874.01
6.00	New Construction	RS Means	31,200	\$317.84	\$9,916,758	\$1,983,352	\$11,900,110	\$381.41	\$8,008,773.76	\$2,002,193.44	\$700,767.70	\$535,586.75	\$652,787.95
7.00	New Outdoor Swimming Pool	RS Means	1	\$917,580.00	\$917,580	\$183,516	\$1,101,096	N/A	\$741,037.61	\$185,259.40	\$64,840.79	\$49,556.89	\$60,401.31
8.00	Pool Mechanical Building (600 SF)	RS Means	600	\$317.84	\$190,704	\$38,141	\$228,845	\$381.41	\$154,012.55	\$38,503.14	\$13,476.10	\$10,299.59	\$12,553.42
8.00	Turf Soccer Field/ Water Detention	Market Estimation	9,350	\$35.00	\$327,250	\$65,450	\$392,700	\$42.00	\$264,287.10	\$66,071.78	\$23,125.12	\$17,674.20	\$21,541.80
Grand Total			31,800	\$407.85	\$12,969,592	\$2,593,918	\$15,563,510	\$489.42	\$10,320,229.95	\$2,580,057.49	\$903,020.12	\$690,165.38	\$841,192.67

*Estimate is based upon conceptual architect's drawing set. The figures supplied should be considered preliminary in nature.

*Line item estimates are inclusive of all GC, A&E, Owner's Contingency, and FFE costs.

Q3 2026 Projected Project Cost	\$16,146,363.86	\$507.75	\$10,866,502.88	\$2,716,625.72	\$950,819.00	\$726,697.38	\$885,718.88
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