

YMCA of Greater Houston Request for Proposal

RFP 25-05: Janitorial Services

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I. Introduction and Current Status

The YMCA of Greater Houston (the "YMCA") is a 501c3 non-profit organization dedicated to improving the quality of life through programs which promote healthy living, youth development and social responsibility. The YMCA in the greater Houston area includes operations in over 20 facilities with fitness, sports and aquatic programming; nearly 200 local schools providing before and after school care for children; 13 preschools and early care programs; one resident camp in Trinity, Texas; and various caring community sites, providing various outreach services to meet the needs of community including but not limited to food distribution and pantry services, youth enrichment activities and social service programs. The YMCA also provides programming for senior citizens, teens, and populations with special needs. Finally, through YMCA International Services, the YMCA provides assistance to refugees and immigrants during their resettlement journey in the form of legal assistance, employee development and training, and childcare assistance via federal funds restricted for these purposes.

The YMCA Endowment Fund (the "Endowment") exists to furnish and assistance and support to the undertakings of the YMCA.

The YMCA is requesting proposals for qualified firms interested in providing commercial janitorial services to our centers.

This RFP identifies current and required goods and/or services. It specifies all required qualifications for vendors ("partners") wishing to do business with the YMCA, stipulates contract requirements, standard provisions and provides for submission instructions.

II. Statement of Request

The YMCA of Greater Houston invites qualified Janitorial Service Providers to submit proposals for commercial janitorial services. The YMCA is a multi-use facility, including gyms, swimming pools, locker rooms, offices, classrooms, and community spaces. The goal is to consistently maintain a clean, safe, sanitary, and welcoming environment for all members, staff, and visitors.

The selected Janitorial Contractor shall provide "all" labor, supervision, equipment, and supplies for janitorial cleaning services at each location. Exception: The YMCA of Greater Houston will provide all paper products, soap, and hand sanitizers, along with disinfectant cleaner specifically for Fitness Equipment. (Janitorial Company will be responsible for stocking all dispensers). **Note:** In addition to the attached - tiered options: "All" Center locations must consistently maintain a clean, safe, sanitary, and welcoming environment.

III. Current Service Information

Minimum Requirements:

Staff Requirements:

- All personnel must have background checks.
- Staff must be trained in YMCA cleaning protocols and safe chemical use.
- Uniforms with visible company identification required.
- On-site supervisor to monitor performance and quality.
- Staff must be able to communicate effectively "English Language," maintain professionalism and respect for YMCA members, staff, privacy, and safety.

Safety and Compliance:

- Follow OSHA, CDC, and local public health standards.
- Use approved, environmentally friendly cleaning products.
- Maintain Safety Data Sheets (SDS) for all chemicals on site.
- Ensure safe handling of wet floors, chemicals, and biohazard waste.
- Must Provide/Carry/Meet YMCA insurance and workers' compensation insurance requirements.

Responsibilities:

- Contact list specific to each site (That includes all supported roles)
- Supply all cleaning materials and equipment.
- Maintain equipment in safe working conditions.
- Provide a quality control plan including inspections and reporting.
- Notify YMCA management Group Maintenance Directors and/or VP of facilities of maintenance or safety issues immediately.
- Submit monthly cleaning performance reports.

IV. Proposal Submission Instructions

Please complete the following documents and submit each in PDF format (accompanied by any applicable attachments):

- Company profile and relevant experience in YMCA or similar facilities.
- Staffing plan, including supervision and training details.
- Proposed cleaning schedule.
- Safety and sanitation plan.
- Pricing proposal (itemized by area, frequency, service type).
- Insurance and licensing proof.
- A minimum of three Commercial References from similar facilities

V. Evaluation Criteria: (Includes but is not limited to the following)

- Experience with community/recreational facilities.
- Staffing and quality control approach.
- Compliance with safety, health, and sustainability standards.
- Cost-effectiveness.
- References and past performance.
- Note: The YMCA of Greater Houston reserves the right to accept, decline or cancel any/all proposals/agreements - in whole, part or as deemed in the best interest of the YMCA of Greater Houston.

GENERAL INSTRUCTIONS TO BIDDERS

- 1. Read all documents such as Tier1, Tier2, and cost analysis sheet carefully before submitting bid proposal documents.
- 2. Only bids received on time using proper forms will be considered.
- 3. Proposal information must be typed.
- 4. All proposals must contain original signatures of authorized vendor official on company letterhead.
- 5 Please reference the attached cost analysis sheet for a site contact to schedule a site visit.
- 6. Period: Bid Deadline: 10:00 am., Thursday, December 18, 2025
- 7. YMCA Contract Revisions and Proposal Requirements may not be altered. Any proposed changes or comments may be included in a cover letter and mutually agreed upon.

To be eligible for consideration, please submit your proposal as follows:

<u>ALL</u> required documents/information should be sent on/or before the deadline to:

Jason Eldred

jason.eldred@ymcahouston.org

Phone: 346-297-1860

Due Date: Thursday, December 18, 2025

10:00 AM CST

Proposals received after this time will not be considered. Amendments or additional information will not be accepted after the submission deadline unless requested by the YMCA.

The proposal must be submitted with "RFP 25-05: Janitorial Services" included in the subject line of the email. An accompanying transmittal letter must be signed by an individual authorized to contractually bind the submitting firm and must indicate that the proposal is valid for 90 days from the submission date. It must also state full agreement with the conditions and requirements included herein and give full contact information for questions regarding the proposal.

There is no limit to the physical size of the proposal, but a complete succinct, and unambiguous presentation is expected. Proposals should provide a clear and straightforward description to enable the YMCA to evaluate the proposal with little to no follow-up clarification needed.

Withdrawal of proposals will be accepted up to the date and time of submission noted above and should be submitted via the same method described above.

Any organization submitting a proposal is deemed to have read, understood and agreed to all terms, conditions, and requirements set forth in this RFP.

The selection may be made on the basis of the proposals as initially submitted, without discussion, clarification or modifications. The YMCA reserves the right to request further information as needed. The YMCA reserves the right to enter into negotiations for terms as part of the evaluation.

The YMCA will select a partner based on the responses provided. Award will not be made based solely on any one element of the proposal but instead based on the most responsive and advantageous proposal submitted.

VI. Proposal Selection Timeline

The timeline for award is as follows:

RFP Available to Public – Posted on YMCA Website	November 19, 2025
Partner Proposals Due via Email	December 18, 2025
Evaluations	December 19-December 30, 2025
Anticipated Contract Award Date	TBD

Janitorial Service Company: Year - 2027

Janitorial Details									
YMCA Locations	Address	Estimated Square Footage per site	Actual - Cleaning SF (Vendor is responsible for providing the actual Cleaning SF)	Group Maintenance Directors (Contact to schedule site visit)	Tier Scope (Provide a proposal for both tier 1 and 2 - specific to each site)	Day Porter Monthly Cost	Day Porter Hourly Rate	Day Porter Cost (Summer only)	Day Porter Combined Annual Cost
Avenue Childcare Site	3517 Irvington, Blvd Suite 150, Houston, TX	18,000		Tommy Johnson 832-581-7731	1	\$ -	\$ -	\$ -	\$ -
Avenue Childcare Site	3517 Irvington, Blvd Suite 150, Houston, TX	18,000			2	\$ -	\$ -	\$ -	\$ -
Camp Cullen	460 Cullen Loop, Trinity, TX	57,000		Erick Gomez 832-954-9919	1	\$ -	\$ -	\$ -	\$ -
Brenda & John Duncan	10622 Clay Road Houston, Texas	40,000		Tommy Johnson 832-581-7731	1	\$ -	\$ -	\$ -	\$ -
D. Bradly McWilliam	19915 Highway 249 Houston, Texas	77,634		Erick Gomez 832-954-9919	1	\$ -	\$ -	\$ -	\$ -
Fort Bend	4433 Cartwright Road Missouri City, Texas	37,400		Erick Gomez 832-954-9919	1	\$ -	\$ -	\$ -	\$ -
Fort Bend	4433 Cartwright Road Missouri City, Texas	37,400			2	\$ -	\$ -	\$ -	\$ -
	1234 West 34th Street								
Harriet & Joe Foster	Houston, Texas 1234 West 34th Street	30,067		Erick Gomez 832-954-9919	1	\$ -	\$ -	\$ -	\$ -
Harriet & Joe Foster	Houston, Texas	30,067			2	\$ -	\$ -	\$ -	\$ -
International /Association Office	3110 Hayes rd, Suite 300, Houston, TX	25,929		Tommy Johnson 832-581-7731	1	\$ -	\$ -	\$ -	\$ -
Lake Houston	2420 West Lake Houston Parkway Kingwood, Texas	40,500		Erick Gomez 832-954-9919	1	\$ -	\$ -	\$ -	\$ -

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MD Anderson	705 Cavalcade st, Houston, TX	18,432	Tommy Johnson 832-581-7731	1	\$ -	\$ -	\$ -	\$
MD Anderson	705 Cavalcade st, Houston, TX	10 422		2	\$ -	\$ -	\$ -	Ś
MID Aliderson	703 Cavalcade St, Houston, TA	18,432		2	, -	<u> </u>	7	٦
Mark A. Chapman	1350 Main St, Katy, TX	41,000	Tommy Johnson 832-581-7731	1	\$ -	\$ -	\$ -	\$
	22807 Westheimer Parkway							
Monty Ballard	Katy, Texas	45,000	Tommy Johnson 832-581-7731	1	\$ -	\$ -	\$ -	\$
	16725 Longenbaugh				A			
Langham Creek	Houston, Texas	51,000	Tommy Johnson 832-581-7731	1	\$ -	\$ -	\$ -	\$
	1700 League City Pkwy							
Perry YMCA	League City, Texas	36,000	Tommy Johnson 832-581-7731	1	\$ -	\$ -	\$ -	\$
	1700 League City Pkwy	•	,					
Perry YMCA	League City, Texas	36,000		2	\$ -	\$ -	\$ -	\$
	8100 Ashlane Way							
The Woodlands @ Branch Crossing	The Woodlands, Texas	40,000	Erick Gomez 832-954-9919	1	\$ -	Ś -	s -	\$
The Woodiands @ Branch Crossing	6145 Shadowbend	40,000	ETICK GOTTIEZ 852-954-9919	1	- -	, - 	, -	ş
The Woodlans @ Shadowbend	The Woodlands, Texas	46,250	Erick Gomez 832-954-9919	1	\$ -	\$ -	\$ -	\$
	5614 H. Mark Crosswell Jr st,			_		1.		
Texas Medical Center	Houston, TX 5614 H. Mark Crosswell Jr st,	18,110	Erick Gomez 832-954-9919	1	\$ -	Ş -	\$ -	\$
Texas Medical Center	Houston, TX	18,110		2	\$ -	\$ -	\$ -	\$
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	5205-5210 Griggs Road							
Texans	Houston, Texas	31,861	Tommy Johnson 832-581-7731	1	\$ -	\$ -	\$ -	\$
Texans	5205-5210 Griggs Road	31,861		2	\$ -	s -	s -	\$
TEXAIIS	Houston, Texas	31,861		2	· ·	<u> </u>	, -	۲
	808 Pease							
Tellepsen	Houston, Texas	105,000	Erick Gomez 832-954-9919	1	\$ -	\$ -	\$ -	\$
	1331 Augusta							
Trotter	Houston, Texas	67,825	Tommy Johnson 832-581-7731	1	\$ -	\$ -	\$ -	\$
	15055 Wallisville Road							
Wendel D. Ley	Houston, Texas	32,619	Erick Gomez 832-954-9919	1	\$ -	\$ -	s -	\$
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Wendel D. Ley	Houston, Texas	32,619		2	\$ -	\$ -	\$ -	\$

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West Orem	5801 West Orem Drive Houston, Texas	27,000	Tommy Johnson 832-581-7731	1	\$ -	\$ -	\$ -	\$
West Orem	5801 West Orem Drive Houston, Texas	27,000		2	\$ -	\$ -	\$ -	\$
Weekley	7101 Stella Link Houston, Texas	38,000	Tommy Johnson 832-581-7731	1	\$ -	\$ -	\$ -	\$
	2700 YMCA Drive							
Vic Coppinger	Pearland, Texas	35,500	Erick Gomez 832-954-9919	1	\$ -	\$ -	\$ -	\$
Vic Coppinger	2700 YMCA Drive Pearland, Texas	35,500		2	\$ -	\$ -	\$ -	\$
Alief	7850 Sugarland-Howard Road Houston, Texas	22,000	Tommy Johnson 832-581-7731	1	\$ -	\$ -	\$ -	\$
Alief	7850 Sugarland-Howard Road Houston, Texas	22,000		2	\$ -	\$ -	\$ -	s
7		22,000		_	Υ	T	Y	Ψ
TW Davis	911 Thompson road, Highway Richmond, Texas	36,500	Erick Gomez 832-954-9919	2	ς -	\$ -	ς .	s
Grand Total:		30,300	ETICK GOTTICE 032-334-3313	2	7	_	7	7

Date:

Night Cleaning	Night Cleaning	Housekeeping	Notes Section: 1. Provide
Monthly Cost	Annual	Combiined	an Itemized cost specific for each location.
All sites		Annual Total	
(7-days week) Exception:			
Avenue 5 days /			
TW Davis 3 days)			
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			Dining Hall, 12-Cabins, Medical Bld., Main Office, property
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YMCA Day Porter Schedule /Hours	
Alief	
Monday -Friday (No porter)	
Total:	
Avenues	
Monday-Friday 4hrs. Per day	
Total:	
Harriet & Joe Foster	
Monday-Friday 7 hrs per day, Sat 4 hrs per day	
Total:	
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Lake Houston Manuface Friday 7has Danday Sat Albas and day	
Monday-Friday 7hrs. Per day, Sat 4 hrs. per day Total :	
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MD Anderson	
Monday-Friday 4 hrs. per day, Sat 4 hrs per day	
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Vic Coppinger	
Monday-Friday 7 hrs. per day, Sat 5 hrs. per day	
Total:	
TW Davis	
Monday, Wednesday and Friday 6 hrs. per day	
Total:	
Weekely	
Monday-Saturday 7.5 hrs. per day	
Total:	
WD Ley	
Monday-Friday 6 hrs. per day	
Total:	
Texans	

Monday-Friday 7 hrs per day, Sat 4.5 hrs. per day
Total:
D J. 0-1.1 D
Brenda & John Duncan
Monday -Friday 4 hrs. per day, Monday - Thursday 7 hrs. per day
Total:
Branch Crossing
Monday -Friday 9am -4pm 7 hrs per day
Saturday 10am-3pm 5 hrs per day
Total:
Camp Cullen
9 months, 4 days
Friday-Monday 11am-8pm 24 hrs per day
Total:
Camp Cullen
Summer: 3 months, 7 days
Sunday-Saturday 11am-8pm 32 hrs per day
Total:
Mark A Chapman
Monday -Friday 7:30am - 4:30pm 8 hrs per day
Saturday 10:00am -2:00pm 4 hrs per day
Total:
D. Bradley McWilliams
Monday -Friday 8:00am-5:00pm 16 hrs per day
Monday -Friday 5:00pm-10:00pm 10 hrs per day
Saturday 8:00am-6:00 18 hrs per day
Sunday 11:am-4pm 10 hrs per day
Total:
Fort Bend

Monday -Saturday 10:00am -2:00pm 4 hrs per day
Total:
International/Association Office
Monday-Friday 9:00am - 3:00pm 6 hrs per day
Total:
Monty Ballard
Monday -Friday 8:00am-5:00pm 8 hrs per day
Monday -Friday 5:00pm-9:00pm two porters 8 hrs per day
Saturday 8:00am-5:00pm 8 hrs per day
Sunday 1:00:pm-5pm 4 hrs per day
Total:
Langham Creek
Monday-Friday 8:00am-5:00pm 8 hrs per day
Saturday 10:00am-4:00pm 6 hrs per day
Sunday 1:00:pm-4pm 3 hrs per day
Total:
Perry
Monday -Friday 8:00am-5:00pm 8 hrs per day
Saturday 12:00am-4:00pm 4 hrs per day
Sunday 1:00:pm-5pm 4 hrs per day
Total:
Shadowbend
Monday -Friday 8:30am-3:00pm 6.5 hrs per day
Total:
Tellepsen
Monday -Friday 5:00am-1:30pm 16 hrs per day

Monday -Friday 1:30pm-9:30pm 16 hrs per day
Monday -Friday 5:00am-1:30pm Men's locker room/pool 8 hrs per day
Monday -Friday 1:30pm-9:30pm Men's lockerroom/pool 8 hrs per day
Monday -Friday 3:00pm-6:00pm Wellness center 3 hrs per day
Saturday 7am-6pm 20 hrs per day
Saturday 7am-6pm mens lockerroom/pool 10 hrs per day
Sunday 12pm-6pm 12 hrs per day
Sunday 7am-6pm mens lockerroom/pool 6 hrs per day
Total
Trotter
Monday -Friday 5:00am-1:30pm 16 hrs per day
Monday -Friday 1:30pm-9:30pm 16 hrs per day
Monday -Friday 6:30am-2:30pm Ladies locker room/wellness area 7 hrs per day
Saturday 7am-6pm 21 hrs per day
Sunday 11pm-6pm 14 hrs per day
Total:
TMC
No Porter
West Orem
Monday -Friday 2pm-8:00pm 6 hrs per day
Saturday 9am-3pm 6 hrs
Total

Number of	Hours Per	All schedules are subject to	Summer Day Porter
		change based on the need.	added by written
			request only
Porters	Week		
		Site Closed - Public	
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		Site Closed – Public	
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TIER I Cleaning Specifications

Main Entrance

A. Services to be performed daily.

- Sweep and mop floors.
- Empty all trash cans.
- Remove fingerprints from doors and window frames.
- Dust lobby counter tops, front desk, and furniture.
- Clean drinking fountains and polish them.
- Vacuum walk off mats
- Sweep approaches and entry ways.

B. Weekly and Monthly

- Buff all the floors using a propane buffer 5 x a week.
- Top scrub and wax once a month
- Dust air conditioner vents & grills up to 10ft one time a month.

2. General Office Area

A. Daily

- Pick up trash.
- Vacuum carpeted areas.
- Spot clean interior glass
- Dust furniture and picture frames.
- Spot clean carpet as needed.

B. Weekly on Mondays

- Dust the air conditioner vents.
- Shampoo carpet as needed.

3. Public Restrooms

A. Daily

- Sweep, mop, and disinfect all tile floors.
- Clean and disinfect urinals and toilets.
- Wipe down all partitions and walls using disinfectants.
- Clean counter-tops and fixtures
- Spot clean mirrors and glass
- Empty trash containers
- Refill all paper, toilet paper, and soap dispensers.

B. Weekly / Monthly

- Scrub all tile floors with machine and disinfectant.
- Dust all air filters and light fixtures.

4. Cardio / Weight Room / Spinning Room

A. Daily

- Sweep and mop floors and disinfect them.
- Remove smudges from the walls.
- Remove fingerprints from interior glass.
- Spot cleans all mirrors.

B. Weekly / Monthly

- Dust ceiling fans weekly.
- Dust tops of wall hangings.
- Remove cobwebs as needed.
- Dust a/c grills weekly.
- Vacuum/Mop under Fitness Equipment-weekly at minimum

5. Locker Rooms

A. Daily

- Scrub the floor using a machine daily.
- Remove smudges on the walls.
- Spot clean interior glass
- Clean mirrors daily
- Dust tops of the lockers.
- Empty trash containers
- Clean & polish water fountains

B. Weekly / Monthly

- Dust and clean all a/c grills.
- Vacuum furniture
- Wash walls as needed.

6. Showers and Wet Areas

A. Daily

- Scrub and disinfect all shower areas.
- Clean and disinfect showers, stalls or dividers.
- Clean and disinfect lavatory and shower plumbing.
- Clean and disinfect counter tops.
- Refill soap, toilet tissue, paper towels dispensers.

7. Gymnasium

A. Daily

- Dust mop floors.
- Clean and sanitize any crash mats on the walls.
- Remove scuff marks from the floor.
- Remove chewing gum.
- Clean and polish drinking fountains.

• Clean gym walls

B. Weekly / Monthly

• Dust and clean all a/c grills up to 10ft.

8. Day Care Area

A. Daily

- Vacuum floor and spot clean carpet
- Empty trash containers
- Clean interior glass

B. Weekly / Monthly

- Clean and dust ceiling fans
- Dust blinds
- Clean smudge marks on the walls
- Vacuum furnishings
- Dust picture frames, wall hangings etc.

9. Aerobics Room

A. Daily

- Dust mop floors.
- Remove scuff marks from the floor.
- Spot clean mirrors and interior glass
- Clean and disinfect handrails.
- Empty trash containers

B. Weekly / Monthly

- Remove smudges and marks on the walls.
- Dust A/C grills.

10. Multi-purpose Rooms

A. Daily

- Vacuum carpet, sweep and mop floors.
- Empty trash from containers
- Clean and disinfect tables and surfaces.
- Spot clean interior glass

B. Weekly / Monthly

- Dust and clean ceiling fans.
- Dust A/C grills.
- Vacuum furniture

This information is a "minimum" general scope and not limited to or intended to cover every required task in detail. (Vendor should provide a preferred scope)

In addition to the tiered options: "All" Center locations must consistently – maintain a clean, safe, sanitary and welcoming environment. "We only get one chance at a great first impression"

TIER II Cleaning Specifications

Main Entrance

A. Services to be performed daily

- Sweep and mop floors
- Empty all trash cans
- Remove fingerprints from doors and window frames
- Dust lobby counter tops, front desk and furniture
- Clean drinking fountains and polish them
- Vacuum walk off mats
- Sweep approaches and entry ways

B. Weekly, Monthly & Quarterly

- Buff all the floors using a propane buffer 1 x a week
- Top scrub and wax 2 x per year
- Dust air conditioner vents & grills up to 10ft one time a month

2. General Office Area

A. Daily

- Pick up trash
- Vacuum carpeted areas
- Spot clean interior glass
- Dust furniture and picture frames
- Spot clean carpet as needed

B. Weekly on Mondays

- Dust the air conditioner vents
- Shampoo carpet 2x per year

3. Public Restrooms

A. Daily

- Sweep, mop and disinfect all tile floors
- Clean and disinfect urinals and toilets
- Wipe down all partitions and walls using disinfectants
- Clean counter-tops and fixtures
- Spot clean mirrors and glass
- Empty trash containers
- Refill all paper, toilet paper, and soap dispensers

B. Weekly / Monthly

- Scrub all tile floors with machine and disinfectant
- Dust all air filters and light fixtures Monthly

4. Cardio / Weight Room / Spinning Room

A. Daily

- Sweep and mop floors, and disinfect them
- Remove smudges from the walls
- Remove fingerprints from interior glass
- Spot clean all mirrors

B. Weekly / Monthly

- Dust ceiling fans weekly
- Dust tops of wall hangings
- Remove cobwebs as needed
- Dust a/c grills Monthly
- Vacuum/Mop under Fitness Equipment (Weekly at minimum)

5. Locker Rooms

A. Daily

- Sweep and mop floors daily
- Remove smudges on the walls
- Spot clean interior glass
- Clean mirrors daily
- Dust tops of the lockers
- Empty trash containers
- Clean & polish water fountains

B. Weekly / Monthly

- Dust and clean all a/c grills Monthly
- Vacuum furniture
- Wash walls as needed
- Scrub the floor using a Machine 1 x per week

6. Showers and Wet Areas

A. Daily

- Scrub and disinfect all shower areas
- Clean and disinfect showers, stalls or dividers
- Clean and disinfect lavatory and shower plumbing
- Clean and disinfect counter tops
- Refill soap, toilet tissue, paper towels dispensers

7. Gymnasium

A. Daily

- Dust mop floors
- Clean and sanitize any crash mats on the walls
- Remove scuff marks from the floor
- Remove chewing gum

- Clean and polish drinking fountains
- Clean gym walls

B. Monthly

• Dust and clean all a/c grills up to 10ft

8. Day Care Area

A. Daily

- Vacuum floor and spot clean carpet
- Empty trash containers
- Clean interior glass

B. Weekly / Monthly

- Clean and dust ceiling fans Monthly
- Dust blinds Monthly
- Clean smudge marks on the walls
- Vacuum furnishings
- Dust picture frames, wall hangings etc.

9. Aerobics Room

A. Daily

- Dust mop floors
- Remove scuff marks from the floor
- Spot clean mirrors and interior glass
- Clean and disinfect handrails
- Empty trash containers

B. Weekly / Monthly

- Remove smudges and marks on the walls
- Dust A/C grills Monthly

10. Multi-purpose Rooms

A. Daily

- Vacuum carpet, sweep and mop floors
- Empty trash from containers
- Clean and disinfect tables and surfaces
- Spot clean interior glass

B. Weekly / Monthly

- Dust and clean ceiling fans Monthly
- Dust A/C grills Monthly
- Vacuum furniture

This information is a "minimum" general scope and not limited to or intended to cover every required task in detail. (Vendor should provide a preferred scope)

In addition to the tiered options: "All" Center locations must consistently – maintain a clean, safe, sanitary and welcoming environment. "We only get one chance at a great first impression"



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:	
	ties listed above have a conflict of interest to disclose at ract, I have an obligation to report such actual or ne.
I certify that I have provided full disclose with the YMCA of Greater Houston above and/o	ure of all relations that may create a conflict of interest or with a separate attached document.
Organization Name:	
Authorized Representative Name and Title:	
Authorized Representative Signature:	
Date:	

Attachment 2

YMCA's Insurance Requirements of Contractor

1. <u>Insurance Coverage To Be Provided By Contractor</u>. 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.	<u>Commercial General Liability</u> . 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			
1.2	General Aggregate	\$5,000,000 Personal and Advertising Injury 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 ISOCG 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	Business Auto Liability. Contract the following specifications.	ctor is to maintain business auto insurance and, if necessary, commercial excess insurance, meeting at least	
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 nonowned 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		Employer's Liability. Contractor is to maintain workers' compensation and employer's liability and, if ce, 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 b 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	Excess Liability. If any of the requexcess liability insurance meeting at k	ired coverages are to be maintained by and through excess liability insurance, Contractor is to maintain east 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	Professional Liability. If indicate	ed in the box to the left, Contractor is to maintain Professional Liability insurance meeting at least the	
×	following specifications.	at least the	
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	This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:	
		 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. A professional liability endorsement to a general liability policy is not acceptable.	
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 🖾	Pollution Liability. If indicated in the box to the left, Contractor is to maintain Pollution Liability insurance meeting at least the following specifications.		
6.1	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.	
6.2	Scope	The policy must provide coverage for:	
		 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. 	
		Coverage extensions to the General Liability insurance policy without a separate insurance agreement for Contractors Pollution Liability insurance will not fulfill this requirement	
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	This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: 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 <u>Definitions</u>. 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 <u>Limits</u>. "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.
- **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 <u>Deductibles and Retentions</u>. 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 <u>Forms</u>. 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 <u>Evidence of Insurance</u>. 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;
 - 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 or 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.
- 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 <u>Post Completion Coverage</u>. 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 <u>Use of the Owners Equipment</u>. 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 <u>Survival</u>. This Exhibit is an independent contract provision and shall survive the completion of the Work or termination or expiration of the Construction Agreement.



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 Busine	ss Administration)			
Minority-Owned Business				
Women's Business Enterprise				
Veteran-Owned Business				
Labor Surplus Area Firm (<u>as defined by US Dept. of Labor</u>)				
HUBZone certified (as defined by the Small Business Administration)				
Organization Name:				
Authorized Representative Name and Title:				
Authorized Representative Signature:				
Date:				