

ARCHDIOCESE OF MOBILE
400 GOVERNMENT STREET
MOBILE, AL 36602

REQUEST FOR PROPOSALS (RFP) No. 2020-01
DISASTER RECOVERY MANAGEMENT AND FEMA PUBLIC ASSISTANCE
CONSULTING SERVICES

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I. INTRODUCTION

The Archdiocese of Mobile, Most Rev. Thomas J. Rodi, Archbishop of Mobile, a Corporation Sole, and separately incorporated parishes and ministries located in the Archdiocese of Mobile, (hereinafter referred to as the Archdiocese), request assistance through this Request for Proposal, (RFP), to support the Archdiocese's Disaster Recovery operations and FEMA Public Assistance preparation to expedite financial recovery and mitigation to minimize impacts from future disasters. This will include, but not limited to, reporting, and other consulting services associated with damages sustained as a result of 2020 Hurricane Sally and any future disasters that may arise during the contract term(s). The selected consultant shall possess demonstrated experience in disaster recovery programs, and have extensive knowledge and expertise in the operations of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program, Hazard Mitigation Program (HMP), and other federal and state programs to ensure full compliance with all applicable federal, state, and local laws, regulations, executive orders and FEMA requirements. It is Archdiocese's intent that the scope of work covered under this RFP will be funded, in whole or in part, by federal grant funding including but not necessarily limited to grants provided by the Federal Emergency Management Agency ("FEMA"). Funding for the project under any available federal grants is contingent on strict conformance to the guidelines set forth by applicable state and federal guidelines, including regulations found in 2 C.F.R. Part 200. The executed contract will meet all rules for Federal grants.

II. SCOPE OF WORK

A detailed scope of work is provided in Exhibit A.

III. PROPOSAL DEADLINE/DELIVERY

All proposals in response to this RFP must be received by Archdiocese, in accordance with the submission instructions provided herein, on or before 12:00 PM (central time) on the due date indicated below. Proposals will be opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Proposal is received on time.

Solicitation release date:	Friday, October 30, 2020
All inquiries must be submitted by:	Wednesday, November 4, 2020, at 5:00 PM
Responses to inquiries, if any, issued by:	Friday, November 6, 2020, at 5:00 PM
All proposals due on:	Monday, November 9, 2020, at 4:00 PM
Anticipated date of award:	Friday, November 13, 2020

All times indicated are in the Central time zone.

This schedule is subject to change in the sole discretion of the Archdiocese.

IV. GENERAL INSTRUCTIONS

Submittal Instructions

Respondents shall submit one electronic PDF proposal to Michele Manry at mmanry@mobarch.org. The first page of the PDF proposal shall indicate the RFP number indicated on the cover page of this RFP. The subject line of the e-mail transmitting the PDF should also indicate the RFP number. Any requirements in the RFP that cannot be met must be so indicated in the proposal. Respondents must respond to the entire RFP.

Timeliness

Respondent(s) may submit their Proposal to the above e-mail address any time prior to the stated deadline. Respondents remain responsible for ensuring that their Proposal is received at the time and e-mail address specified. The Archdiocese assumes no responsibility for any Proposal not received, regardless of the reason for the delay. The Archdiocese will endeavor to respond to each e-mail submission with a confirmation of receipt as a courtesy.

Late proposals will be rejected. Proposals submitted in any other form than identified above may be rejected.

Requests/Questions

Any firms interested in this RFP should send an email to Michele Manry at mmanry@mobarch.org. All inquiries, requests for additional information and questions should also be submitted electronically to Ms. Manry using this email address and must be submitted no later than inquiry deadline listed above. For all communications regarding this RFP, the message must include the RFP number in the subject line. Responses to any inquiries received, if any, will be distributed to all firms who express interest in this RFP pursuant to these instructions and in accordance with the deadlines stated above.

Respondent(s) who have expressed interest in this RFP shall be notified of any changes in the specifications contained within this RFP. The Archdiocese are not responsible for responding to any inquiry, substantive or otherwise, received after the inquiry submittal deadline listed above.

No oral interpretations will be made by the Archdiocese to any firm as to the requirements of this RFP. Any clarification or interpretation that is not in writing shall not legally bind the Archdiocese. Only information supplied by the Archdiocese in writing or in this RFP should be considered in preparing Proposals. It is the responsibility of the Respondent(s) prior to submission of any proposal to ensure all RFP documentation has been received.

Warranty

Each Respondent shall carefully examine all RFP documents and familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP. Before submitting a Proposal, each Respondent shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and affecting the requirements of this RFP.

The contract documents contain the provisions required for the project. Information obtained from an officer, agent, or employee of the Archdiocese or any other person shall not affect the risks or obligations assumed by the Respondent/Contractor or relieve the Respondent/Contractor from fulfilling any of the conditions of the contract. All goods and services furnished by Respondent, relating to and pursuant to this RFP, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the

Respondent will take all necessary action, at Respondent's expense, to correct such breach in the most expeditious manner possible.

Submission of a Proposal indicates acceptance by the Respondent of the conditions and terms contained in this RFP. Failure to make such investigations and examinations shall not relieve the Respondent from obligation to comply, in every detail, with all provisions and requirements of the RFP.

Basis of Contract Award

The award decision will be based on an evaluation of a Respondent's ability to meet the needs of the Archdiocese. The Archdiocese reserve the right to make one award or multiple awards. Award(s), if made, will be made to the responsible and responsive Respondent(s) whose Proposal(s) represents, in the Archdiocese' sole discretion, the most advantageous Proposal to the Archdiocese and best overall value to the Archdiocese, price and other factors being considered. The Archdiocese reserve the right to reject all offers or to award the contract to other than the lowest priced offeror.

Point of Contact

The Archdiocesan Finance Office will be the primary point of contact for this RFP. Under no circumstances may a Respondent contact any other Archdiocese employee or agent concerning this RFP until after award unless written consent or instruction is provided to do so. Any such contact may result in disqualification.

Cancellation/Rejection

The Archdiocese may cancel this RFP, or reject in whole or in part, when it is in the best interests of the Archdiocese, in the Archdiocese' sole discretion. Notice of cancellation shall be sent to each Respondent that has expressed interest in this RFP pursuant to the instructions provided herein. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

When it deems doing so is in its best interest, the Archdiocese reserve the right to reject any or all Proposals, select and award any portion of any or all Proposal items, and waive minor informalities and irregularities in any Proposal.

A Proposal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFP. A Proposal may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of Proposals include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one Proposal for the same work from an individual, Respondent or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts.

Licenses

Respondents making a proposal certifies that is has all required licenses necessary to provide all services in this RFP; that such licenses will be in full force and effect throughout the duration of performance under the agreement; and that any and all subcontractors, if any, employed by the undersigned will have appropriate licenses. All Respondents are requested to submit any required license(s) with their qualifications. License(s) must be effective as of the opening date and must be maintained throughout the Contract Period. Failure to be properly licensed as stated above may result in the rejection of the Proposal as

nonresponsive.

Indemnification

Respondent shall indemnify, defend, and hold harmless the Archdiocese, its parishes, ministries, employees, council members, agents, attorneys, and officers from and against all losses, damages, claims, actions and causes of action, and all expenses, including, but not limited to, attorney's fees and costs, incidental to such losses, damages, claims, actions or causes of action related to Respondent's work stemming from or related to this RFP and all agreements arising therefrom. This obligation includes any losses, damages, claims, actions or causes of action of Respondent. This provision applies to, without limitation, liability resulting from (1) injury to or death of any person, (2) damage to real or personal property, (3) economic loss, and (4) any such other losses, damages, or claims related to the acts or omissions of Respondent or anyone acting under its direction or control or on its behalf. The provision applies regardless of the negligence of the Archdiocese or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole gross negligence or willful misconduct of the Archdiocese. Upon request of the Archdiocese, Respondent shall, at no cost or expense to the Archdiocese, defend any suit asserting a claim for any loss, damage, or liability specified above, and Respondent shall pay any costs and attorney's fees that may be incurred by the Archdiocese in connection with any such claim or suit or in enforcing the provisions of this paragraph.

Insurance Requirements

Respondent shall be required to maintain the following insurance coverages:

- Comprehensive or Commercial General Liability and Third Party Property
Damage – \$1,000,000 per occurrence, \$2,000,000 aggregate
- Excess Liability – \$2,000,000 per occurrence, \$2,000,000 aggregate
- Comprehensive or Business Automobile Liability; Personal Injury (including bodily Injury) and Third Party Property Damage – \$500,000 per occurrence
- Workers Compensation – Statutory Limits
- Employer's Liability – \$500,000 per accident
- Professional Errors and Omissions Insurance - \$1,000,000 per occurrence, \$1,000,000 aggregate
- Insurance Provisions:
 - (1) The Archdiocese, its parishes, ministries, officers, officials, employees, agents, and volunteers shall be added as "additional insureds," as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
 - (2) The successful Respondent's insurance shall be primary over any applicable insurance or self-insurance maintained by the Archdiocese.
 - (3) The successful Respondent shall provide 30 days written notice to the Archdiocese before any cancellation, suspension, or void of coverage in whole or part.
 - (4) All coverage for subcontractors of the successful Respondent shall be subject to all of the requirements stated herein.
 - (5) All deductibles or self-insured retention amounts shall appear on the certificate(s) and shall be subject to approval by the Archdiocese. At the option of the Archdiocese, either (1) the insurer shall reduce or eliminate such deductible or self-insured retention, or (2) the successful Respondent shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

- (6) Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the Archdiocese, its officers, officials, agents, employees, and volunteers.
- (7) The insurer shall agree to waive all rights of subrogation against the Archdiocese, its officers, officials, agents, employees, or volunteers for any act, omission, or condition of premises for which the parties may be held liable by reason of negligence or otherwise.
- (8) The successful Respondent shall furnish the Archdiocese certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company to bind coverage on its behalf - if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
- (9) All insurance shall be placed with insurers who are lawfully authorized to do business in the state of Alabama, and who maintain an A.M. Best rating of no less than an A: VII. If A.M. Best rating is less than A: VII, approval must be received from the Archdiocese.

Confidentiality

Except as may be provided by other applicable State or Federal Law, all Respondents should be aware that this RFP and any communications with respect to it, including but not limited to submitted Proposals, may be considered within the public domain by virtue of the Archdiocese's intent to submit the resulting costs to various grant programs for Federal and/or State reimbursement. Respondents should therefore identify specifically any information contained in their Proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Affirmative Steps

The Respondent will be the primary service provider and shall be responsible for all work performed and Contract deliverables. If any portion of the Contract is to be let to subcontractors, proposed use of subcontracts should be included in the Respondent's Proposal. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by the Archdiocese. As the scope of work under this contract will be funded in whole or in part using FEMA grant funding, pursuant to 2 C.F.R. § 200.321, if subcontracts are let, the Respondent/Contractor must take the following affirmative steps to solicit disadvantaged firms:

- (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.

The Archdiocese reserve the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same requirements of this solicitation as the awarded contractor.

The Archdiocese complies with all Alabama and Federal laws that prohibit discrimination on the basis of race, sex, age, religion, color, national origin and disability.

Protests

Any award by the Archdiocese of the Contract as contemplated by this RFP to a Respondent shall be final and not subject to further challenge or protest.

Withdrawal of Proposal

Any Respondent may withdraw its Proposal, either personally or by written request, at any time prior to the scheduled time for opening Proposals.

V. PROPOSAL FORMAT AND EVALUATION CRITERIA

To receive consideration, Proposals shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Price Proposal Form. No conditions, limitations, or provisions will be attached or added to the Price Proposal Form by the Respondent. Alterations by erasure or interlineations must be explained or noted in the Proposal over the signature of the Respondent. Each submission must include a cover letter, executive summary, signed submittal form, general company information, key personnel, and any other applicable or required documentation, as explained below. Respondents are responsible for all costs associated with preparing responses to this RFP.

Cover Letter / Executive Summary (Pass/Fail)

- Provide a cover letter, signed by an authorized representative of the Respondent, indicating the underlying philosophy of the firm in providing the services stated herein and indicating the Respondent's commitment to provide the services proposed. Provide general company information, including the name of your company (including the name of any parent company), business address, e-mail address, Federal Tax ID number, telephone number, fax number, and the name(s), telephone number(s), and e-mail address(es) of the authorized contact person(s) concerning proposal. Submission of a signed Proposal is Respondent's certification that the Respondent will accept any awards as a result of this RFP.
- The Executive Summary should include a brief overview of the proposed plan of action, including, but not limited to, strategy for implementation, and understanding of the RFP technical requirements. Identify the key personnel that will be committed to the project.

Respondents Qualifications (20 points/8 Page Limit)

- Provide an overview of the Respondent's history, capability, and business ability relative to the Archdiocese's requirements. Include information on organizational structure.
- Describe your firm's qualifications in providing disaster recovery and specifically FEMA reimbursed services and any prior work performed for electric cooperative or municipal power entities. Include any special expertise which your firm has in working with FEMA or the Alabama

Emergency Management Agency.

- Provide specific information on your experience working on disaster recovery reimbursement specific projects in Alabama.
- For specific large disasters that you may have been involved in handling the FEMA reimbursement for, or are still handling, e.g. Hurricane Dorian, Hurricane Laura, provide information on the number of Project Worksheets handled, the number of employees who have provided the Disaster Recovery Consulting Services, what pre-work was done to assist in completing the Project Worksheets, any special reimbursement issues resolved with FEMA, amount de-obligated with the State and FEMA and why, the amount of dollars recovered for the organization, duration and success of any FEMA or State appeals, and experience with any FEMA and State audits.
- Provide information related to your experience with FEMA and State audits. Provide the number of audits your firm has been involved with, the number of findings against the organization that the auditors identified; if the findings were significant and overall what they found and the duration of the audits.

Specialized Expertise of Team Members (20 points/8 Page Limit)

- Provide a list of individuals who will be assigned (on site) to the service engagement with the Archdiocese and their specific roles. Include summary resumes of the individuals to reflect their experience and education, particularly as they relate to the firm's engagements in the last ten years.
- Identify the primary contact who will be actively engaged in serving the account and identify the current client workload of this individual, including the locations of other clients. If lead project staff members are to be changed, request must be made in writing and pre-approved by the Archdiocese.
- Provide the number of employees who would be available during normal business times versus during time of emergency or disaster. Describe if your employees are full time employees or contracted employees.
- Describe the experience your employees have in handling the documentation required for receiving FEMA or other Federal or State grant reimbursement.
- Describe the training that your employees have had regarding FEMA and Alabama Emergency Management Agency grant rules and guidelines, State pass-through grant rules for reimbursement, and any related training.

Technical Approach (20 points/8 Page Limit)

- Provide a description of the firm's general approach to the proposed scope of services to include team organization, staff assignments, schedules, quality assurance, and accountability.
- Provide relevant availability guidelines and/or the average time between request for services/tasks and actual performance for current clients. Discuss the availability of the primary contact relative to current and future client workload. Include for each individual the estimated number of hours that will be contributed to this project and in what capacity they would serve on this project. Include information on supervisory personnel.

Cost of Services to the Archdiocese (25 points/5 Page Limit)

- Instructions for providing a cost or price proposal are provided in Exhibit B, Price Proposal Form. Cost-plus-a-percentage-of-cost contracts are not permitted under Federal regulations (e.g., cost +

20%) and thus will not be accepted by the Archdiocese.

- Provide examples (if any) where you have recovered all or part of your fees from FEMA.

References (15 points)

In order for the Respondent to be awarded any points for this tab, Respondent must submit three (3) references from clients whose projects are of a similar nature to those requested in this RFP. Information provided for each client shall include the following:

- Client name, address, e-mail address, and telephone number.
- Client contact reference name, e-mail address, and current telephone number.
- Description of services provided.
- Time period of the project or contract; briefly describe if project met or exceeded the schedule outlined. If it did not meet the schedule outlined, explain why.
- Dollar value of project; briefly describe if the completed project met, or came under budget.

Acceptance of Conditions (Pass/Fail)

Indicate any exceptions to the terms and conditions of the RFP, to insurance requirements, or any other requirements listed in this RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations. Exceptions taken by a Respondent may result in evaluation point deduction(s) and/or exclusion of proposal for Selection Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of the Archdiocese.

Required Forms (Pass/Fail) for Proposal

- Exhibit B: Price Proposal Form
- Exhibit C: Qualification Questionnaire
- Exhibit D: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- Exhibit E: Statement of Assurance, Compliance and Non-Collusion

VI. SELECTION

Representatives from the Archdiocese will review the Proposals for completeness. Those Proposals deemed complete and responsive will be forwarded to the Evaluation Committee.

Evaluation Committee

The Evaluation Committee may consist of 3 or more members. The Archdiocese or designee shall determine the Evaluation Committee that will best serve the needs of the Archdiocese.

Evaluation

Only Proposals received by the Archdiocese in accordance with the requirements and deadlines provided shall

be evaluated. The ranking of proposals shall be based upon the points awarded in the scoring process utilizing the evaluation criteria in this RFP.

The best-qualified Respondents shall be based upon the Evaluation Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the scoring sheet. The Archdiocese has the authority to reject all bids or parts of bids. The Archdiocese will make the determination as to which Respondent's proposal is most advantageous to the Archdiocese.

Presentation/Interviews

The Evaluation Committee may choose to conduct formal presentations/interviews with any or all Respondents prior to making an Award.

VII. AGREEMENT

The successful firm shall be prepared to immediately enter into the Professional Services Agreement with the Archdiocese, and must deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by the Archdiocese before the successful Respondent may proceed with the work.

The Archdiocese's intent is to enter into an agreement with the successful firm for a term of one (1) year with the option to renew for four (4) consecutive one (1) year terms, under the same terms and conditions. The length of the Contract Period may be shorter and is in the sole discretion of the Archdiocese. Prices shall remain firm for the entire Contract Period. Additional items/services related to those described in Exhibit A may be added to the Agreement, in compliance with applicable State and federal regulations.

The contract will contain the provisions required by the applicable regulations of 2 C.F.R. § 200 et seq., and FEMA guidance. A sample Professional Services Agreement is attached as Exhibit F.

Exhibit A: Scope of Work

Brief Description of Purpose

The Archdiocese is requesting proposals Disaster Recovery Consultant to provide the following, but not limited to services: public adjusting services, technical, administrative, and training support to assist the Archdiocese with damage assessment, disaster recovery project estimation, FEMA force account and small and large project document assembly, and Federal Procurement requirements review, etc.

Detailed Scope of Work

The successful Respondent will assume responsibility as an independent contractor for the development and submission of FEMA grant applications and the management of all such disaster-related grants. Selected contractor(s) will be required to follow the code of Federal Regulations, as it relates to procurement and scope of services as amended and updated. This will include working with federal agencies, state agencies, and various individuals within the Archdiocese. Some of the services the successful Respondents may be asked to perform include, but are not limited to the following:

1. Provide construction claims consulting. Such efforts may include site identification and eligibility, damage assessment, reconstruction estimation, bid document preparation, construction and budget oversight, insurance reconciliation, and cost reconciliation of completed work.
2. Provide grant management advice to the Archdiocese related to FEMA, Federal, or State agency pass-through grants. The successful Respondent will review the Archdiocese's current record-keeping strategy for documentation. Respondent will assist the Archdiocese to develop a standard guideline as part of its emergency plans on how reimbursement expenditures are recorded, what type of documentation should be maintained, and provide any other associated services that may be directly related to support recovery costs and reimbursement from appropriate agencies.
3. Meet all stated deadlines to meet FEMA and the State's required timelines to recover full reimbursement.
4. Meet with FEMA Representative and the State Public Assistance Coordinator for the Initial Kickoff Meeting to discuss what the Archdiocese' initial disaster related damages and expenditures appear to be. Review the procedures and follow-up processes required to support full reimbursement and or grant funding.
5. Review contracts, advise the Archdiocese on the establishment of contracts for emergency, permanent work, and contingency services and supplies, and advise on the scope of work development for said contracts. Strictly adhere to 2 CFR 200 procurement rules, including adhering to the strictest provisions of Federal, State, and Local rules, regulations and/or ordinances, as required.
6. Prepare any required supporting documentation that must accompany the Project Worksheets, including working with the Archdiocese to gather details related to employee fringe benefits, overtime, etc. for labor rates to provide to FEMA.
7. Work with appropriate the Archdiocese staff to assist the Federal or State Agency in providing the necessary information, e.g. insurance policies, personnel policies, as requested by those or other agencies to complete necessary documentation for reimbursement and or grant application. Research as necessary to complete all forms.
8. Assist the Archdiocese in compiling its initial damage assessments if requested for all expenditures, both in force account and permanent damages, including labor, equipment, materials, contract, rental equipment and all FEMA reimbursement categories.
9. Assist the Archdiocese in completing the appropriate documentation required for federal and state reimbursement, and the submittal of all eligible expenditures for small and large projects to the appropriate agencies, and within the required deadline.

10. Provide assistance to determine if any eligible damages or expenses have not been quantified and presented for reimbursement.
11. Assist in tracking all project documentation submitted and following any outstanding expenditure(s) to ensure that all eligible expenditures are credited through submitted reimbursements. Ensure that the Archdiocese understands why certain expenditures were deobligated, if any. Track all expenditures and reimbursements to maintain high quality reconciliations of monies expended by the Archdiocese and submitted for reimbursements versus those actually received.
12. Provide copies of all documentation transacted for reimbursement on behalf of the Archdiocese. Offer the Archdiocese any project management design and/or coordination ideas that may result in cost savings, efficiencies, or increased reimbursement.
13. Assist the Archdiocese, to provide all necessary backup documentation, e.g. invoices equipment usage documents, etc. that will garner full reimbursement or grant eligibility. The documentation submitted for reimbursement must withstand a FEMA or Federal or State audit and State Emergency Management audit, and the successful Respondent will have to support the work for which they are assisting the Archdiocese.
14. Assist the specialized FEMA teams as they become necessary in the process. FEMA teams may be assigned to the Archdiocese to review the reimbursement in this particular area. The successful Respondent would work with this team as necessary to assist in getting reimbursement for the Archdiocese.
15. Maintain records of all the documentation provided by the Archdiocese submitted to any outside agency for reimbursement and provide the Archdiocese with said copies upon request at any point in the process.
16. Once all projects are complete and reimbursement has been drawn down for eligible costs, the successful Respondent would assist with final preparations with the State of Alabama and FEMA or federal agencies for final inspections and the closeout process for large and small projects. The successful Respondent would participate in the exit conferences with the Archdiocese, State, and FEMA agencies.
17. The successful Respondent must be available to assist with any requests for audit information by any source.
18. The successful Respondent must be able to have a team available from the start of the disaster reimbursement process to the closeout process for the Archdiocese.
19. Provide miscellaneous services not otherwise described, but which the Archdiocese may require during the course of the Agreement, or any other tasks associated with FEMA grant management or documentation reimbursement process as requested by the Archdiocese.
20. The successful Respondent will develop Hazard Mitigation Strategies and Proposals as appropriate.
21. The successful Respondent will assist the Archdiocese in the submissions of appeals to FEMA as appropriate.
22. The successful Respondent will also provide the Archdiocese with a final report that will summarize the total reimbursement requested, total expenditures by Project Worksheet, and any special circumstances. Additionally, reporting requirements include the total number of Project Worksheets, total reimbursement requested by Category type, total reimbursement requested by small or large project, and any other relevant data.
23. This scope of work may include public adjusting and will include coordinating with the Archdiocese to coordinate insurance and/or FEMA reimbursement as deemed necessary.
24. Provide assistance with Alabama Emergency Management Agency document coordination, meetings, and Project Worksheet amendments.

25. The successful Respondent shall possess the expertise to assist the Archdiocese in identifying disaster recovery funding and shall ensure that no duplications of funding or submissions are submitted to the varying agencies.

Exhibit B: Price Proposal Form

Contractor may offer either an annual flat fee contract price, an hourly rate contract, or both. If both are offered, the Archdiocese may accept either price proposal. Under Federal regulations, an hourly rate contract must include a price ceiling that the contractor exceeds at its own risk. The amount will be set by the Archdiocese based on the information provided in the proposal. The award may be made to other than the lowest priced offeror.

Annual Flat Fee Pricing (to be paid in equal monthly installments): \$

Hourly Rate Schedule (Respondents may add or remove job titles, as needed):

Job Title	Hourly Rate	Estimated No. of Employees in Role	Estimated No. of Hours Per Week Per Employee
Project Executive			
Project Manager			
Project Consultant			
Project Writer			
Project Accountant			
Data Manager			
Subject Matter Expert			
Closeout Specialist			
Research Assistant			

If certain costs or expenses are not included in these proposals, specify the nature of these costs or expenses, whether each proposal includes them, and provide an estimated annual dollar value that contractor reasonably expects to be incurred.

Exhibit C: Qualification Questionnaire

All questions on this questionnaire must be answered; do not leave blanks—where appropriate, state “None” or “Not Applicable” (N/A). If additional space is required to fully respond to any questions, please add sheets to this questionnaire and reference the questions/answers appropriately. The Archdiocese reserve the right to inquire further with respect to any matter in this questionnaire or otherwise to determine the suitability of a contractor to receive an award of a contract.

Identity of Contractor

- A. Contractor’s full legal name:
- B. Tax ID Number (“TIN”), Employer Identification Number (“EIN”), and Social Security Number (“SSN”), as applicable:
- C. Contractor’s form of legal entity (corporation, joint venture, sole proprietorship, etc.):

If the Contractor is a Joint Venture or Partnership, please list all partner firms and/or parties to the Joint Venture below. All partners and/or parties listed are also required to individually complete a separate Qualification Questionnaire.

(1) Partner/Party Name:

TIN, EIN, or SSN:

DUNS #:

Percentage of Ownership:

(2) Partner/Party Name:

TIN, EIN, or SSN:

DUNS #:

Percentage of Ownership:

- D. State or country under whose laws the Contractor is organized and year organized:

- E. Number of Employees: Company-wide Local office

- F. Does the Contractor now use or, in the past ten (10) years has it used, TIN, EIN, doing business as or “DBA”, name, trade name or abbreviation other than the Contractor’s name or TIN or EIN listed in Part I.B., above? If so, provide the prior identifying information.

G. Contractor's mailing address:

H. Contractor's street address (complete only if different than Part I.G.):

I. Has the Contractor changed in address in the past five (5) years and, if so, what was the firm's prior address(es)?

J. Contractor's telephone number:

Fax number:

E-mail address:

K. List each person or legal entity which has a 10% or more ownership or control interest in Contractor.

L. List the name and title of each director and principal officer of Contractor:

Identify of Person Completing this Questionnaire

A. Name:

B. Employer/Title:

C. Telephone number:

Fax number:

D. E-mail address:

Mobile number:

Contractor Representations

If for any reason a representation on this questionnaire is not accurate and complete as of the time the Contractor signs this form, the Contractor must identify the provision and explain the reason in detail on a separate sheet. Absent such an explanation, the Contractor represents that the following statements are complete and accurate.

The following questions apply to (i) Contractor, Contractor’s parent, subsidiaries, and affiliates (if any); (ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Contractor or Contractor’s parent, subsidiaries, or affiliates; (iii) Contractor’s directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; (iv) any legal entity, controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor. (If the answer to any question is “YES,” Contractor must provide all relevant information on a separate sheet attached hereto.)

Please check if a separate sheet is attached: _____

(1) Within the past five (5) years, has Contractor been declared not responsible to receive a public or private contract?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(3) Is there a proceeding pending relating to Contractor’s responsibility, debarment, suspension, or qualification to receive a public or private contract?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause on a public or private contract?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(5) Has a public or private entity requested or required enforcement of any of its rights under a surety agreement on the basis of Contractor’s default or in lieu of declaring Contractor in default?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(6) Within the past five (5) years, has the Contractor been required to engage the services of an Integrity Monitor in connection with the award of or in order to complete any public or private contract?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(7) Within the past (5) years, have Contractor’s safety practices/procedures been evaluated and ruled as less than satisfactory by a public or private entity?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(8) Has Contractor’s Workers’ Compensation Experience Rating (also known as the Experience Modification Rate or EMR) been 1.2 or greater at any time in the last five (5) years? If yes, please explain.	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(9) Within the past five (5) years, has the Contractor been accused of violating equal opportunity or nondiscrimination laws?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
(10) Within the past five (5) years, has the Contractor been accused of violating prevailing wage laws, regulations, or executive orders?	<input type="checkbox"/> No	<input type="checkbox"/> Yes

Questions Which Must Be Answered by “Yes” or “No”

To the best of your knowledge after diligent inquiry, in connection with the business of Contractor or any other firm which is related to Contractor by any degree of common ownership, control, or otherwise, do any of the following statements apply to: (i) Contractor, Contractor’s parent, subsidiaries, and affiliates (if any); (ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Contractor or Contractor’s parent, subsidiaries, or affiliates; (iii) Contractor’s directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; (iv) any legal entity, controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor? (If the answer to any question is “YES,” Contractor must provide all relevant information on a separate sheet attached hereto.)

(1) Within the past ten (10) years has been convicted of or pleaded nolo contendere to (i) any felony or (ii) a misdemeanor related to truthfulness in connection with business conduct.	___ No ___ Yes
(2) Is currently disqualified from selling or submitting bids/proposals to or receiving awards from or entering into any contract with any federal, state, or local government agency, any public authority or any other public entity.	___ No ___ Yes
(3) Has within a ten (10) year period preceding the date of this Questionnaire been convicted of or had a civil judgment rendered against it for or in relation to: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (ii) collusion with another person or entity in connection with the submission of bids/proposals; (iii) violation of federal or state antitrust statutes or False Claims Acts; or (iv) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.	___ No ___ Yes
In the past ten (10) years, has Contractor entered into a consent decree, deferred prosecution agreement or a non-prosecution agreement?	___ No ___ Yes
In the past seven (7) years, have any bankruptcy proceedings been initiated by or against the Contractor (whether or not closed) or is any bankruptcy proceeding pending by or against the Contractor regardless of the date of filing?	___ No ___ Yes
In the past five (5) years, have there been any judgments or tax liens of \$100,000 or more, including but not limited to judgments based on taxes owed, fines and penalties assessed by a government agency against Contractor at any time?	___ No ___ Yes
During the past five (5) years, has the Contractor failed to file any applicable federal, state, or local tax return?	___ No ___ Yes

Background

A. Indicate if your business qualifies as one of the following:

__ Small Business Enterprise

__ Women's Business Enterprise

__ Minority Business Enterprise

__ Labor Surplus Area Firm

B. List any licenses your company holds. Attach a separate sheet if necessary.

Insurance Information

A. Worker's Compensation Carrier:

Policy Expiration Date:

B. CGL Carrier:

Policy Expiration Date:

Address:

Telephone:

Contact Name:

C. Other Carrier:

Coverages:

Policy Expiration Date:

Address:

Telephone:

Contact Name:

Affidavit and Acknowledgement

STATE OF _____)

COUNTY OF _____)

On the ____ day of 20____, before me personally came and appeared

by me known to be said person, who swore under oath as follows:

1. I am _____ (print name), _____ (print title)

of _____ (print name of firm).
2. I am duly authorized to sign this Qualification Questionnaire on behalf of said firm and duly signed this document pursuant to said authorization.
3. The answers to the questions set forth in the Qualification Questionnaire and the representations set forth in this questionnaire, including any attachments, are true, accurate, and complete. I authorize Archdiocese to verify any such information and to conduct any background checks it deems appropriate.
4. I acknowledge and understand that the Qualification Questionnaire includes provisions which are deemed included in the contract if awarded to the firm.

Signature

State of _____

County of _____

Sworn to and subscribed to before me

this ____ day of _____, 2020

(Notary Public)

My Commission Expires : _____

Exhibit D: Certification Regarding Debarment, Suspension and Other Responsibility Matters
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the “prospective lower tier participant”) is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY
EXCLUSION— LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CONTRACTOR Company Name

Contract Number

Name

Title

Signature

Date

STATE OF _____)
)
COUNTY OF _____)

I, _____, Notary Public for the State of _____, do hereby certify

_____, by _____, its _____
(Name of Corporation or Entity) (Signatory) (Title of Signatory) personally appeared before me this day and
acknowledged the due execution of the foregoing.

Witness by my hand this _____ day of
_____, 20__.

Notary Public for _____

My Commission Expires: _____

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) has been made and entered into this ___ day of _____, 2020, by and between Most Rev. Thomas J. Rodi, Archbishop of Mobile, A Corporation Sole, and separately incorporated parishes and ministries, hereinafter will be referred to as the “The Archdiocese”, and _____ (“Company”).

WHEREAS, the Archdiocese issued a Request for Proposals (the “RFP”), advertised on _____, for a company to provide services; and,

WHEREAS, the Company appears to have complied with all requirements set forth in the RFQ and was the apparent successful Company; and,

WHEREAS, the Archdiocese desires to allow the Company, a legal entity properly authorized to do business under the laws of the State of Alabama, to provide the services sought by the RFQ; and,

WHEREAS, the Company desires to provide said services pursuant to the terms and conditions of this Agreement:

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Performance by Company.

The Company shall fully perform and execute all of the work necessary to complete the services for the Archdiocese, in the manner requested by the Archdiocese, as outlined in the RFQ, the proposal of the Company, and in accordance with the specifications attached hereto as **Exhibit A** (the “Scope of Services”) and hereby incorporated herein by reference (the “Work”).

2. General Conditions.

This Agreement shall be subject to and governed by the General Conditions attached hereto as **Exhibit B** and hereby incorporated herein by reference (the “General Conditions”).

3. Contract Documents.

The General Conditions, Special Conditions, the RFQ, the proposal of the Company, this Agreement, the Specifications, and all exhibits, shall collectively constitute the “Contract Documents.”

4. Commencement and Term of Agreement.

a. *Term of Agreement.*

The term of this Agreement shall be for a period of one (1) year commencing on _____ and terminating on _____. The Archdiocese shall have separate options to extend the initial term for four (4) consecutive one (1) year terms on the same terms and conditions contained herein. The option to extend may only be exercised by the Archdiocese, in its sole discretion, by giving written notice thereof to Company at least sixty (60) days prior to the expiration of the initial or then current term of this Agreement, as the case may be.

Investigation by Company Prior to Submission of Proposal.

The Company represents that it has analyzed the Contract Documents and investigated the conditions for the Work, all to the Company’s satisfaction, prior to submitting its proposal and any delays or damages caused by terms or adverse conditions which were capable of being identified prior to the submission of the Company’s proposal shall be at the sole risk of the Company.

b. *Contract adjustments.*

Should a contract renewal be desired, written request for said renewal shall be submitted in writing by the Archdiocese forty-five (45) days prior to the end of the current contract period.

5. Payment by _____.

- a. *Basic Services.* Unless the parties otherwise agree at the time the scope of work for a specific project has been defined, the Company agrees to negotiate a proposal with itemized fees.
- b. *Special Services.* The following rates for labor and expenses shall be applicable. The hourly rates shown include salaries, payroll costs, overhead and profit. Please see **Exhibit C** for _____ Rate Schedule.

6. Authority to Act.

The undersigned hereby represents and warrants that the Company is a duly formed legal entity and registered and in good standing in the State of Alabama and that _____, whose title is _____, is authorized to act for and bind the entity to this Agreement.

IN WITNESS OF THIS AGREEMENT, The Company and the Archdiocese have caused their names to be subscribed and their seals to be affixed as to the day and year first above written.

ARCHDIOCESE OF MOBILE

By: _____

Print Name: _____

Title: _____

COMPANY

(Name of Corporation or Entity)

By: _____

Print Name: _____

Title: _____

Exhibit A: Scope of Work

Brief Description of Purchase

The Archdiocese is requesting proposals Disaster Recovery Consultant to provide the following, but not limited to services: public adjusting services, technical, administrative, and training support to assist the Archdiocese with damage assessment, disaster recovery project estimation, FEMA force account and small and large project document assembly, and Federal Procurement requirements review, etc.

Detailed Scope of Work

The successful Respondent will assume responsibility as an independent contractor for the development and submission of FEMA grant applications and the management of all such disaster-related grants. Selected contractor(s) will be required to follow the code of Federal Regulations, as it relates to procurement and scope of services as amended and updated. This will include working with federal agencies, state agencies, and various individuals within the Archdiocese. Some of the services the successful Respondents may be asked to perform include, but are not limited to the following:

1. Provide construction claims consulting. Such efforts may include site identification and eligibility, damage assessment, reconstruction estimation, bid document preparation, construction and budget oversight, insurance reconciliation, and cost reconciliation of completed work.
2. Provide grant management advice to the Archdiocese related to FEMA, Federal, or State agency pass-through grants. The successful Respondent will review the Archdiocese's current record-keeping strategy for documentation. Respondent will assist the Archdiocese to develop a standard guideline as part of its emergency plans on how reimbursement expenditures are recorded, what type of documentation should be maintained, and provide any other associated services that may be directly related to support recovery costs and reimbursement from appropriate agencies.
3. Meet all stated deadlines to meet FEMA and the State's required timelines to recover full reimbursement.
4. Meet with FEMA Representative and the State Public Assistance Coordinator for the Initial Kickoff Meeting to discuss what the Archdiocese' initial disaster related damages and expenditures appear to be. Review the procedures and follow-up processes required to support full reimbursement and or grant funding.
5. Review contracts, advise the Archdiocese on the establishment of contracts for emergency, permanent work, and contingency services and supplies, and advise on the scope of work development for said contracts. Strictly adhere to 2 CFR 200 procurement rules, including adhering to the strictest provisions of Federal, State, and Local rules, regulations and/or ordinances, as required.
6. Prepare any required supporting documentation that must accompany the Project Worksheets, including working with the Archdiocese to gather details related to employee fringe benefits, overtime, etc. for labor rates to provide to FEMA.
7. Work with appropriate the Archdiocese staff to assist the Federal or State Agency in providing the necessary information, e.g. insurance policies, personnel policies, as requested by those or other agencies to complete necessary documentation for reimbursement and or grant application. Research as necessary to complete all forms.
8. Assist the Archdiocese in compiling its initial damage assessments if requested for all expenditures, both in force account and permanent damages, including labor, equipment, materials, contract, rental equipment and all FEMA reimbursement categories.
9. Assist the Archdiocese in completing the appropriate documentation required for federal and state reimbursement, and the submittal of all eligible expenditures for small and large projects to the appropriate agencies, and within the required deadline.
10. Provide assistance to determine if any eligible damages or expenses have not been quantified and presented for reimbursement.
11. Assist in tracking all project documentation submitted and following any outstanding expenditure(s) to ensure that all eligible expenditures are credited through submitted reimbursements. Ensure that the Archdiocese understands why certain expenditures were deobligated, if any. Track all expenditures and reimbursements to maintain high quality reconciliations of monies expended by the Archdiocese and submitted for reimbursements

versus those actually received.

12. Provide copies of all documentation transacted for reimbursement on behalf of the Archdiocese. Offer the Archdiocese any project management design and/or coordination ideas that may result in cost savings, efficiencies, or increased reimbursement.
13. Assist the Archdiocese, to provide all necessary backup documentation, e.g. invoices equipment usage documents, etc. that will garner full reimbursement or grant eligibility. The documentation submitted for reimbursement must withstand a FEMA or Federal or State audit and State Emergency Management audit, and the successful Respondent will have to support the work for which they are assisting the Archdiocese.
14. Assist the specialized FEMA teams as they become necessary in the process. FEMA teams may be assigned to the Archdiocese to review the reimbursement in this particular area. The successful Respondent would work with this team as necessary to assist in getting reimbursement for the Archdiocese.
15. Maintain records of all the documentation provided by the Archdiocese submitted to any outside agency for reimbursement and provide the Archdiocese with said copies upon request at any point in the process.
16. Once all projects are complete and reimbursement has been drawn down for eligible costs, the successful Respondent would assist with final preparations with the State of Alabama and FEMA or federal agencies for final inspections and the closeout process for large and small projects. The successful Respondent would participate in the exit conferences with the Archdiocese, State, and FEMA agencies.
17. The successful Respondent must be available to assist with any requests for audit information by any source.
18. The successful Respondent must be able to have a team available from the start of the disaster reimbursement process to the closeout process for the Archdiocese.
19. Provide miscellaneous services not otherwise described, but which the Archdiocese may require during the course of the Agreement, or any other tasks associated with FEMA grant management or documentation reimbursement process as requested by the Archdiocese.
20. The successful Respondent will develop Hazard Mitigation Strategies and Proposals as appropriate.
21. The successful Respondent will assist the Archdiocese in the submissions of appeals to FEMA as appropriate.
22. The successful Respondent will also provide the Archdiocese with a final report that will summarize the total reimbursement requested, total expenditures by Project Worksheet, and any special circumstances. Additionally, reporting requirements include the total number of Project Worksheets, total reimbursement requested by Category type, total reimbursement requested by small or large project, and any other relevant data.
23. This scope of work may include public adjusting and will include coordinating with the Archdiocese to coordinate insurance and/or FEMA reimbursement as deemed necessary.
24. Provide assistance with Alabama Emergency Management Agency document coordination, meetings, and Project Worksheet amendments.
25. The successful Respondent shall possess the expertise to assist the Archdiocese in identifying disaster recovery funding and shall ensure that no duplications of funding or submissions are submitted to the varying agencies.

EXHIBIT B

GENERAL CONDITIONS

1. The Archdiocese’s Right to Stop the Work. If the Company fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the City may issue a written order to the Company to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Archdiocese to stop the Work shall not give rise to a duty on the part of the Archdiocese to exercise this right for the benefit of the Company or any other person or entity.

2. The Archdiocese’s Right to Carry Out the Work. If the Company defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Archdiocese to commence and continue correction of such default or neglect with diligence and promptness, the Archdiocese may, without prejudice to other remedies the Archdiocese may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Company the reasonable cost of correcting such deficiencies, including the Archdiocese’s expenses and compensation for the additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Company are not sufficient to cover such amounts, the Company shall pay the difference to the Archdiocese.

3. Supervision. The Company shall supervise and direct the Work, using the Company’s best skill and attention. The Company shall be solely responsible for and have control over the Work, means, methods, techniques, equipment, sequences, and procedures and for coordinating all portions of the Work, pursuant to the specifications and the Contract Documents. The Company shall be responsible to the Archdiocese for acts and omissions of the Company’s employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Company or any of its subcontractors.

4. Labor and Materials.

- a) The Company shall provide and pay for all materials and equipment necessary for proper execution and completion of the Work.
- b) The Company shall provide and pay for all professional personnel necessary to perform the Work, including the following individuals who were named in the Company's Proposal. These key personnel shall remain assigned for the duration of the Work, unless otherwise agreed to in writing by the Archdiocese. In the event the Company proposes to substitute any of the key personnel designated below, the individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. The Archdiocese shall have the sole right to determine whether key personnel proposed as substitutes are qualified to perform the Work. The Archdiocese shall not unreasonably withhold approval of staff changes.

Position Title	Name of Individual

- c) The Company shall enforce strict discipline and good order among the Company’s employees and other persons carrying out the Work. The Company shall not permit employment of persons not properly licensed to perform the work assigned, unfit persons, or persons not skilled in tasks assigned to them.

5. Warranty. The Company warrants to the Archdiocese that services furnished and Work performed under the Contract Documents will be of good quality, consistent with industry standards, and that the Work will conform to the requirements of the Contract Documents. The Company further warrants to the Archdiocese that it possesses a high level of experience and expertise in the services to be provided under the Contract Documents. Work not conforming to the requirements set forth in the Contract Documents, including substitutions not properly approved and authorized, may be

considered defective. The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Company by law with respect to the Company's duties, obligations, and performance hereunder. The Company acknowledges that the Archdiocese is relying upon the Company's skill and experience in connection with the Work.

6. Company Assurance of Good Standing. The Company warrants that it is not in arrears to the Archdiocese upon debt or contract and is not in default as surety, contractor or otherwise on any obligation to the Archdiocese. The Company warrants that it is financially solvent, able to pay all debts as they mature, and is possessed of sufficient working capital to complete the Work and perform all obligations hereunder. The Company warrants that it is authorized to do business in the State of Alabama and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work.

7. Taxes. The Company shall pay all sales, consumer, use and similar taxes for the Work provided by the Company.

8. Permits, Fees and Notices.

- a) Unless otherwise provided in the Contract Documents, the Company shall secure and pay for any permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract Documents and which are legally required when Proposals are received or negotiations concluded.
- b) The Company shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.
- c) If the Company performs Work knowing it to be contrary to laws, statutes, ordinances, and/or rules and regulations, the Company shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

9. Limitation on Liability, Release, and Indemnification.

- a) The Company hereby releases the Archdiocese from any claim or liability for damages that the Company may have arising out of the Contract Documents for property damage, injury or death.
- b) The Company will hold the Archdiocese harmless and indemnify the Archdiocese, its parishes, ministries, agents, officers, members, and employees from and against any and all claims, actions or causes of action and for any and all damages, liabilities, claims, penalties, expenses and costs, including, but not limited to, attorney's and other professional fees, arising out of the Contract Documents or the performance of the services described or referred to in the Contract Documents, specifically including, without limitation, the Work, but only to the extent caused by the negligent or intentional acts or omissions of the Company, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.
- c) Company shall assume all risks and responsibilities for losses of every description in connection with the service that can be attributed either directly or indirectly to the Company.
- d) Any approval or payment by the Archdiocese shall not constitute, nor be deemed a release of the responsibility and liability of the Company, its employees, subcontractors, agents and consultants for the Work; nor shall such approval or payment be deemed to be an assumption of such responsibility by the Archdiocese for any defect, error or omission in the Work performed by the Company, its employees, subcontractors, agents and consultants.
- e) All indemnification and release provisions in favor of the Archdiocese shall survive the expiration or sooner termination of the Contract Documents.

10. Enforcement. The Company agrees to pay to the Archdiocese all costs and expenses including reasonable attorney's fees incurred by the Archdiocese in exercising any of its rights or remedies in connection with the enforcement of the Contract Documents.

11. Status of Company as Independent Contractor. It is expressly agreed that Company's status hereunder is that of an independent contractor and that Company is not an agent, employee, servant, partner, or joint venturer of the Archdiocese. Company is exclusively responsible for and in control of the Company's employees and agents, and

performance of Company's duties hereunder. Neither Company nor any person hired by Company shall be considered employees of the Archdiocese for any purpose.

12. Subcontractual Relations.

- a) Company will not subcontract work or services under the Contract Documents without the prior written consent of the Archdiocese, and any such subcontract without consent of the Archdiocese shall be null and void.
- b) If Company proposes to subcontract any of the work or services under the Contract Documents, the Company will submit to the Archdiocese the name of each proposed Subcontractor along with the proposed scope of work which its Subcontractor is to undertake. The Archdiocese has the right to reject access to or use of any Subcontractor which the Archdiocese considers unable or unsuitable to satisfactorily perform its duties.
- c) Company agrees it shall be as fully responsible to the Archdiocese for any act or omission of the Company's Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Company. Neither this provision, the Archdiocese's authorization of Company's agreement with Subcontractor, the Archdiocese's inspection of a Subcontractor's facilities or work, or any other action taken by the Archdiocese in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the Archdiocese.
- d) By appropriate agreement, written where legally required for validity, the Company shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Company by terms of the Contract Documents, and to assume toward the Company all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Company, by these Documents, assumes toward the Archdiocese. Each subcontract agreement shall preserve and protect the rights of the Archdiocese with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Company shall require each Subcontractor to enter into similar agreements with Subsubcontractors. The Company shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents.

13. Contingent Assignment of Subcontracts. Each subcontract agreement for a portion of the Work is assigned by the Company to the Archdiocese provided that: (a) assignment is effective only after termination of the Contract Documents by the City for cause and only for those subcontract agreements which the Archdiocese accepts by notifying the Subcontractor and Company in writing; and, (b) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract Documents.

14. Limitations on Assignment of the Contract Documents. Company will not assign or transfer any interest in the Contract Documents without the prior written consent of the City, and any attempt to do any of the foregoing without such prior written consent shall be null, void, and of no effect. Any assignment or transfer of any interest in the Contract Documents will be subject to compliance with the provisions of the Contract Documents and will not alleviate any of Company's obligations in the Contract Documents.

15. Termination by the Archdiocese for Cause.

- a) If the Company persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or is guilty of any other material breach of a provision of the Contract Documents, the Archdiocese may, without prejudice to any other rights or remedies of the Archdiocese, provide written notice of termination of the Contract Documents and subsequently terminate the Contract Documents seven (7) days after said written notice and may accept assignment of subcontracts as provided herein; or finish the Work by whatever reasonable method the Archdiocese may deem expedient. Upon request of the Company, the Archdiocese shall furnish to the Company a detailed accounting of the costs incurred by the Archdiocese in finishing the Work.
- b) When the City terminates the Contract Documents for one of the reasons stated in the preceding paragraph, the Company shall not be entitled to receive further payment until the Work is completed.
- c) If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, and other damages incurred by the Archdiocese which have not been expressly waived, such excess shall be paid to the Company as set forth in the Agreement. If such costs and damages exceed the unpaid balance, the Company shall pay the difference to the Archdiocese. This obligation of payment to the Company or the Archdiocese, as the case may be, shall survive termination of the Contract Documents.

16. Suspension by the Archdiocese for Convenience. The Archdiocese may, without cause, order the Company in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Archdiocese may determine.

17. Termination by the City for Non-Appropriation. The Company hereto agrees that payments due from the Archdiocese, as required under the terms of the Contract Documents, if any, are contingent upon the availability of appropriated funds. In the case of non-appropriation of funds, the Archdiocese may terminate the Contract Documents in whole or in part without further obligation to the Company.

18. Termination by the Archdioceses for Convenience.

- a) The Archdiocese may, at any time, terminate the Contract Documents for the Archdiocese's convenience and without cause.
- b) Upon receipt of written notice from the Archdiocese of such termination for the Archdiocese's convenience, the Company shall:
 - i) cease operations as directed by the Archdiocese in the notice;
 - ii) take actions necessary, or that the Archdiocese may direct, for the protection and preservation of the Work; and
 - iii) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- c) In case of such termination for the Archdiocese's convenience, the Company shall be entitled to receive payment for documented Work already executed, and costs incurred, at the time of receiving the written notice.

19. Obligations Upon Expiration or Earlier Termination.

- a) Upon the expiration or earlier termination of this Agreement, the Company shall promptly:
 - i) Upon request by the Archdiocese, deliver to the Archdiocese or such other person as the Archdiocese shall designate all materials, supplies, equipment, keys, contracts and documents, all books of account and records maintained pursuant to the Contract Documents, pertaining to this Agreement.
 - ii) Deliver to the Archdiocese, in a reasonably organized form without restriction on future use, reproducible original plans, field surveys, maps, cross sections and other data, designs and instruments of service related to the Work.
 - iii) Cooperate in providing all information, should the Archdiocese subsequently contract with a new company for continuation of the Work.
 - iv) Furnish all such information, take all such other action, and cooperate with the Archdiocese as the Archdiocese shall reasonably require to effectuate an orderly and systematic termination of the Work and the Company's services, duties, obligations and activities hereunder.
 - v) Furnish a report of all outstanding orders for services, materials and supplies ordered by the Company as a result of its obligations arising under this Agreement at the time of expiration or termination. Such report shall include the status of payment for such services, including whether they have been charged to or paid by the Company. Such report shall be furnished no later than thirty (30) Calendar Days after the date of expiration or termination.

20. Insurance. The Company shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under the Contract Documents, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the Company shall obtain all other insurance coverage as may be required by law.

a) Required Coverage Limits

- i) Comprehensive or Commercial General Liability and Third Party Property Damage – \$1,000,000 per occurrence, \$2,000,000 aggregate
- ii) Excess Liability – \$2,000,000 per occurrence, \$2,000,000 aggregate
- iii) Comprehensive or Business Automobile Liability; Personal Injury (including bodily Injury) and Third Party Property Damage – \$500,000 per occurrence
- iv) Workers Compensation – Statutory Limits

- v) Employer's Liability – \$500,000 per accident
 - vi) Professional Errors and Omissions Insurance - \$1,000,000 per occurrence, \$1,000,000 aggregate
- b) Additional Insurance Provisions:
- i) The Archdiocese, its parishes, ministries, officers, officials, employees, agents, and volunteers shall be added as “additional insureds,” as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
 - ii) The successful Respondent's insurance shall be primary over any applicable insurance or self-insurance maintained by the Archdiocese.
 - iii) The successful Respondent shall provide 30 days written notice to the Archdiocese before any cancellation, suspension, or void of coverage in whole or part.
 - iv) All coverage for subcontractors of the successful Respondent shall be subject to all of the requirements stated herein.
 - v) All deductibles or self-insured retention amounts shall appear on the certificate(s) and shall be subject to approval by the Archdiocese. At the option of the Archdiocese, either (1) the insurer shall reduce or eliminate such deductible or self-insured retention, or (2) the successful Respondent shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
 - vi) Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the Archdiocese, its officers, officials, agents, employees, and volunteers.
 - vii) The insurer shall agree to waive all rights of subrogation against the Archdiocese, its officers, officials, agents, employees, or volunteers for any act, omission, or condition of premises for which the parties may be held liable by reason of negligence or otherwise.
 - viii) The successful Respondent shall furnish the Archdiocese certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company to bind coverage on its behalf - if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
 - ix) All insurance shall be placed with insurers who are lawfully authorized to do business in the state of Alabama, and who maintain an A.M. Best rating of no less than an A: VII. If A.M. Best rating is less than A: VII, approval must be received from the Archdiocese.
- c) All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of Alabama. The Archdiocese requires that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the Archdiocese at least ten (10) days before the Work is started. If the term of the Agreement coincides with the term of the selected firm's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the Archdiocese no later than thirty (30) days after the effective date of the policy.
- d) If the Company fails to obtain or maintain the required insurance, the Archdiocese shall have the right to treat such failure as a material breach of the Contract Documents and to exercise all appropriate rights and remedies as a result thereof.
- e) The Company shall furnish separate Certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in the Contract Documents.
- f) It is the intent of the specifications of insurance requirements above that the Company shall maintain in force the broadest commonly available coverage against the risks and perils listed above. If insurance against the listed risks and perils is commonly available, the failure to specify such insurance shall not relieve the Company from its duty to maintain such insurance. Also, the specification of any insurance in the Contract Documents does not limit any of the other obligations of the Company under those documents.
21. No Waiver of Breach. No failure by either the Archdiocese or Company to insist upon the strict performance by the other of any covenant, agreement, term or condition of the Contract Documents, or to exercise any right or remedy consequent upon a breach of any covenant, agreement, term or condition of the Contract Documents, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter the Contract Documents, but each and every covenant, condition, agreement and term of the Contract Documents shall continue in full force and effect with respect to any other then existing or subsequent breach.

22. Waivers and Amendments to the Contract Documents. No modification, waiver, amendment, discharge or change of the Contract Documents will be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

23. Mediation.

- a) If the parties are unable to resolve any claims between them, the parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party.
- b) The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Mobile, Alabama unless another location is mutually agreed upon in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- c) The Company shall carry on the Work during all claims, disputes or disagreements with the Archdiocese. No Work shall be delayed or postponed by the Company pending resolution of any claims, disputes or disagreements, except as authorized, in writing, by the Archdiocese.

24. Notice to Company and the Archdiocese. Unless otherwise specifically provided in the Contract Documents or by law, any and all notices or other communications required or permitted by the Contract Documents or by law to be served on, given to, or delivered to any party to the Contract Documents will be in writing and will be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or without personal delivery, when three (3) business days have elapsed following deposit of the notice or other communication in the United States mail, first-class postage prepaid, certified, return receipt requested, and:

If to Archdiocese, addressed to:

Archdiocese of Mobile
Attn: Michele Manry
400 Government Street
Mobile, AL 36602

If to Company, addressed to:

25. Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

26. Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by the Contract Documents by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other similar cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act, only, will be excused for the period of the delay; and the period for the performance of any such act, only, will be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section will excuse Company from the prompt payment of any fee or other charge required of Company except as may be expressly provided elsewhere in the Contract Documents; and, provided further that any party claiming the application of this Section immediately resumes performance as soon as the cause claimed under this Section ends.

27. Compensation General Terms and Conditions.

- a) Company's travel, meals, lodging, parking or other expenses incidental to the performance of responsibilities under the Contract Documents shall be borne solely by the Company.
- b) The Archdiocese will not make payment on behalf of the Company to any fringe benefit program, or withhold any money from compensation for any federal, state or local tax program or for any other reason, all of such obligations belonging exclusively to the Company.

28. Severability of Terms of the Contract Documents. In the event any portion of the Contract Documents is declared invalid or unenforceable by any entity of competent jurisdiction, the remaining portions of the Contract Documents are and shall be deemed separable and shall remain in full force and effect.

29. Captions. Captions in the Contract Documents are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of the Contract Documents or any of the terms of the Contract Documents.

30. Applicable Law of the Contract Documents. If legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Mobile, Alabama. The Contract Documents shall be governed by and construed at all times in accordance with the laws and court decisions of the State of Alabama, without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties have executed these General Conditions as of the date first written above.

ARCHDIOCESE OF MOBILE

By: _____

Print Name: _____

Title: _____

COMPANY

(Name of Corporation or Entity)

By: _____

Print Name: _____

Title: _____