

Request for Proposal: FEMA Public Assistance Consulting

Issued By: County Road Association of Michigan
for the Antrim County Road Commission¹

RFP SCHEDULE

- **RFP Issued:** August 15, 2025
- **Questions Due:** August 22, 2025, by 12:00 PM EDT
- **Questions/Answers Communicated:** August 27, 2025, by 5:00 PM EDT
- **PROPOSALS DUE: AUGUST 29, 2025, BY 12:00 PM EDT**
- **Selection/Rejection of Proposals:** On or before September 2, 2025

Disclaimer: All responses to this Request for Proposal (RFP) shall become the property of the County Road Association of Michigan (“the Association”) on behalf of its members, including the Antrim County Road Commission and any other County Road Commissions joining the contract through an intergovernmental agreement with the Antrim County Road Commission. The Association, the Antrim County Road Commission, and any other joining County Road Commission reserve the right to reject all responses without award. After the submission of a proposal, the Association or one or more County Road Commissions may engage in additional discussions and negotiations with respondent(s). This RFP does not guarantee any respondent work, nor is there any guarantee as to any volume or duration of work. Each party shall bear its own cost in preparing and responding to this RFP.

1. Communication and Submission:

Every notice, clarifying question, or other communication must be delivered to the official representative listed below. All proposals must be delivered electronically to the email address below to be considered. Any correspondence outside of this defined channel may result in disqualification.

- **Name:** Denise Donohue
- **Title:** CEO, County Road Association of Michigan
- **Email:** ddonohue@micountyroads.org
- **Phone:** (517) 482-1189

Amendments to the RFP:

Should it become necessary to revise any part of this RFP, a written amendment will be issued.

¹ This RFP was prepared by the County Road Association of Michigan on behalf of and for the benefit of the Antrim County Road Commission and the additional participating member County Road Commissions located in one or more of the 13 counties (Alcona, Alpena, Charlevoix, Cheboygan, Crawford, Emmet, Kalkaska, Mackinac, Montmorency, Oscoda, Otsego and Presque Isle) included in the Major Disaster Declaration dated July 22, 2025 (<https://www.fema.gov/disaster-federal-register-notice/4880-dr-mi-initial-notice>).

Proposal Submission:

Proposals must be signed by an official authorized to bind the bidder to its provisions. By submitting a proposal, the bidder certifies that their proposal is genuine and made without collusion with any other person, firm, or corporation.

2. General Terms and Conditions

2.1 Parties: The Consulting Services Agreement reached as a result of this process (the “Agreement”) shall be between the selected consultant (“Consultant”) and the Antrim County Road Commission, who will act as the principal contracting party (“Principal Client”). Other County Road Commissions may join the Agreement directly or through an intergovernmental agreement with the Antrim County Road Commission (each an “Additional Client”). The County Road Association of Michigan is acting as the coordinating entity for this RFP process.

2.2 Term and Termination: The Agreement shall commence upon execution of the Agreement and continue through the closeout of all claims related to the Northern Michigan Ice Storm disaster, unless otherwise extended or terminated earlier by mutual agreement.

2.3 Fees and Billing: The Consultant shall bill the Principal Client and each Additional Client in accordance with the fee structure proposed in their response. Invoices must contain a description of services rendered, hours worked, and pre-approved expenses. Consultant shall be prepared to format invoices in a manner that allows the respective client to obtain disaster funding.

2.4 Governing Law: The Agreement and any controversies arising thereunder shall be governed by the laws of the State of Michigan.

2.5 Insurance: The Consultant must meet the minimum requirements detailed in **Attachment B**.

2.6 Equal Employment Opportunity: The Consultant agrees to abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a).

2.7 Buy American: To the extent applicable, the Consultant shall use only unmanufactured articles, materials, and supplies mined or produced in the United States, and only manufactured articles, materials, and supplies manufactured in the United States.

2.8 Debarment and Suspension: The Consultant must certify that they are not debarred, suspended, or otherwise excluded from or ineligible to participate in federal assistance programs.

2.9 Freedom of Information Act: All proposals submitted become the property of the Association and are subject to the Michigan Freedom of Information Act (FOIA), MCL 15.231, et seq.

2.10 Iran Economic Sanctions Act: By submitting a proposal, the bidder certifies that it is not an “Iran linked business” as defined in the Iran Economic Sanctions Act, MCL 129.311, et seq.

2.11 Statutory Preferences: In accordance with Michigan law (MCL 18.1261), preference will be given to Michigan-based firms and qualified disabled veterans when all other evaluation criteria are equal. Bidders should indicate in their proposal if they qualify for either preference.

2.12 Fair Competition and Conflict of Interest: To ensure fair and open competition, any individual or firm that develops or drafts specifications, requirements, or the statement of work for this RFP is excluded from competing for the resulting contract.

2.13 Federal Regulations: The Consultant shall comply with all applicable federal laws, regulations, and standards. This includes, but is not limited to, the procurement standards set forth in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

2.14 Records Retention: The Consultant shall retain all project records, financial and programmatic, for a period of three (3) years after the date of final payment and closeout of all awards. The Consultant shall make these records available to the Association, the Principal Client, each Additional Client, the State of Michigan, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives, upon request.

3. Method of Procurement: This procurement is conducted using the Competitive Proposal method, consistent with 2 CFR § 200.320(d). By publicizing this RFP, the Antrim County Road Commission, through the Association, intends to solicit proposals from an adequate number of qualified sources to ensure open and fair competition, thereby satisfying the principles of the Simplified Acquisition Procedures outlined in 2 CFR § 200.320(b). The contract will be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

4. Evaluation Process and Criteria:

4.1 Evaluation Process: An evaluation committee will review all responsive proposals. The committee will evaluate proposals based on the “Best Value” criteria outlined below, consistent with the principles of the County Road Law, the Management and Budget Act, and federal regulations. The evaluation process will be conducted in compliance with the Michigan Open Meetings Act, MCL 15.261, et seq. The Association may, at its discretion, request presentations from or conduct interviews with the most qualified bidders before making a final selection. The evaluation will be conducted in four stages:

- **Initial Compliance Review:** To ensure all mandatory requirements of the RFP are met.
- **Technical Evaluation:** Based on the criteria in Section 4.2 (A, B, and D).
- **Cost Evaluation:** Based on the criteria in Section 4.2 (C).
- **Final Best Value Determination:** The committee will make a final recommendation based on the combined results of the technical and cost evaluations.

4.2 Evaluation Criteria: A contract will be awarded to the **responsive and responsible best value bidder**. This will be determined by evaluating the proposals based on the following criteria, which are identified herein as required by 2 CFR § 200.320(d)(1):

A. Relevant Expertise and Experience:

- Demonstrated success with FEMA Public Assistance grant management for public entities.
- Specific experience with securing funding related to road commissions, transportation infrastructure, and weather-related recovery efforts.
- Thorough understanding of the requirements outlined in the Statement of Work.

B. Personnel Qualifications:

- Experience and qualifications of the project manager and key team members.
- Demonstrated expertise of assigned personnel in FEMA regulations, cost estimating, and hazard mitigation.

C. Cost Proposal:

- Clarity, completeness, and reasonableness of the proposed fee structure (e.g., hourly rates, not-to-exceed totals).
- Overall cost in relation to the services offered. While important, cost is not the sole determining factor.

D. References and Past Performance:

- Feedback from provided references regarding the bidder's performance, reliability, and quality of work on similar projects.
- Bidder's business integrity and record of performance.

5. Award and Post-Award Procedures:

5.1 Award Notification: All bidders who submit a proposal will be notified in writing of the final award decision.

5.2 Debriefing: An unsuccessful bidder may request a debriefing to understand the basis for the award decision. A written request for a debriefing must be submitted to the official representative listed in Section 1 within three (3) business days of the award notification. The debriefing will be scheduled within seven (7) business days of the request.

5.3 Protest Procedure: Any bidder who is aggrieved in connection with the solicitation or award of a contract may submit a formal protest.

- A protest must be submitted in writing to the official representative listed in Section 1.
- The protest must be received within five (5) business days after the bidder knows or should have known of the facts giving rise to the protest.

- The protest must include the name and address of the protestor, a clear identification of the solicitation, a detailed statement of the legal and factual grounds for the protest, and all supporting exhibits or evidence.

5.4 Contract Negotiation: The award notification is a statement of intent to award a contract and is not a contract itself. The Association, on behalf of the Principal Client and each Additional Client, reserves the right to negotiate the terms and conditions of the final contract with the selected bidder. If a satisfactory contract cannot be reached, the Association may, at its discretion, enter into negotiations with the next most qualified bidder.

5.5 Availability of Funds: Any contract resulting from this RFP is contingent upon the continued availability of federal and/or state appropriated funds for this project. If funds are not appropriated or otherwise become unavailable, the Association or Client, as applicable, reserves the right to terminate the contract without penalty and to rescind this RFP.

6. Required Federal Contract Provisions. The selected consultant will be required to comply with all applicable federal laws, regulations, and executive orders. The final contract will include, but not be limited to, the provisions found in Appendix II to 2 CFR Part 200, which include:

- Remedies: Provisions for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Termination for Cause and Convenience: Provisions for termination for cause and for convenience by the Client, including the manner by which it will be effected and the basis for settlement.
- Copeland “Anti-Kickback” Act: Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145).
- Contract Work Hours and Safety Standards Act: Compliance with 40 U.S.C. 3702 and 3704, as applicable.
- Rights to Inventions Made Under a Contract or Agreement: Provisions for patents and inventions as required by 37 CFR Part 401.
- Debarment and Suspension: Certification that the consultant is not debarred or suspended from federal awards.
- Byrd Anti-Lobbying Amendment: Certification that no federal appropriated funds have been paid for lobbying activities.

ATTACHMENT A: STATEMENT OF WORK

I. Purpose The County Road Association of Michigan (“the Association”), on behalf of the Antrim County Road Commission and the other participating County Road Commissions, requests proposals from qualified firms to provide as-needed FEMA Public Assistance (PA) and Hazard Mitigation Grant Program (HMGP) advisory services. These services are required in response to the Presidential Disaster Declaration for the Northern Michigan Ice Storm. The selected consultant(s) will assist the participating Road Commission(s) in strategically managing the claim development and administration under Federal and State disaster programs to maximize reimbursement for all eligible costs.

II. Scope of Services The selected consultant will be responsible for, but not limited to, the following services for each participating County Road Commission:

1. FEMA Public Assistance Advisory Services

- Develop a system to efficiently identify eligible projects, capture costs, prepare and submit grant applications, and close out projects.
- Provide expert guidance on federal regulations, including the Stafford Disaster Relief and Emergency Assistance Act.
- Assess costs related to damage to Road Commission facilities, infrastructure, and roads, bridges, signage and related features under Road Commission jurisdiction.
- Gather and analyze all necessary documentation, including employee time, equipment usage, and contractor invoices, to ensure costs are eligible and adequately supported.
- Prepare and evaluate FEMA Project Worksheets (PWs) for both Emergency Work (e.g., debris removal) and Permanent Work, including detailed cost estimates and damage descriptions.

2. FEMA 404 and 406 Hazard Mitigation Expertise

- Identify and develop opportunities for hazard mitigation projects to reduce the risk of damage from future events.
- Prepare hazard mitigation proposals, grant applications, and benefit-cost analyses.

3. Financial and Grant Management Support

- Advise on best practices for tracking and characterizing costs, including direct and indirect administrative costs, to facilitate full reimbursement.
- Provide oversight of contractor billing to ensure costs are documented and eligible for reimbursement.
- Assist in preparing for and responding to any audits by state or federal agencies.
- Proactively manage all program deadlines and execute all necessary actions, including filing for extensions, to ensure the preservation and maximization of all eligible funding.

ATTACHMENT B: INSURANCE REQUIREMENTS

The bidder shall procure and maintain the following insurance coverage during the term of the Agreement with carriers rated at least "A-" "VII" by AM Best.

- **Commercial General Liability:** \$1,000,000 per occurrence, \$2,000,000 aggregate.
- **Excess/Umbrella Liability:** \$5,000,000 per occurrence, \$5,000,000 aggregate.
- **Automobile Liability:** \$1,000,000 per occurrence.
- **Workers Compensation:** Statutory limits, with Employer's Liability of \$1,000,000 per accident.
- **Professional Errors & Omissions:** \$5,000,000 per occurrence, \$5,000,000 aggregate.
- **Privacy & Network Security Liability:** \$5,000,000 per occurrence, \$5,000,000 aggregate.

The Antrim County Road Commission, and any other participating County Road Commission shall each be named as an additional insured on such policies. The Consultant's liability policy shall be primary and non-contributory.

ATTACHMENT C: REQUIRED SUBMITTALS

Proposals must include the following components to be considered:

1. **Title Page & Table of Contents.**
2. **Cover Letter/Executive Summary:** Signed by an individual authorized to bind the firm, indicating the firm's legal status and history.
3. **Relevant Expertise and Experience:** A narrative statement detailing the firm's experience with FEMA reimbursement for public entities, particularly road commissions or similar infrastructure agencies. This section should directly address the evaluation criteria in Section 4.2.A.
4. **Personnel:** Names, roles, and experience of the key personnel who will be assigned to this project. This section should directly address the evaluation criteria in Section 4.2.B.
5. **References:** At least three references for whom similar services have been provided within the last five years.
6. **Cost Proposal:** A detailed budget identifying all costs, including hourly rates for personnel and any administrative or travel expenses.
7. **Required Forms (to be attached):**
 - Signed Debarment Certification.
 - Signed Lobbying Certification.
 - Signed Certification of Compliance with Iran Economic Sanctions Act.