# Request for Proposal:
# FEMA/FHWA DISASTER FUNDING CONSULTING SERVICES

**Issued By: County Road Association of Michigan**

**RFP SCHEDULE**

- **RFP Issued:** August 7, 2026
- **Questions Due:** August 19, 2026, by 12:00 PM EDT
- **Questions/Answers Communicated:** August 21, 2026, by 5:00 PM EDT
- **PROPOSALS DUE: August 26, 2026, BY 12:00 PM EDT**
- **Selection/Rejection of Proposals:** On or before August 31, 2026

**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 a Principal County Road Commission or Road Department and one or more participating member county road commissions or road departments (herein each a "County Road Agency," or collectively "County Road Agencies") included in the Major Disaster Declaration dated June 30, 2026 (FEMA-4925-DR) (Release # HQ-26-089): (https://www.fema.gov/press-release/20260703/president-donald-j-trump-approves-major-disaster-declaration-michigan ) ("Major Disaster Declaration").**

**The Association, Principal County Road Agency, and any other participating County Road Agency reserve the right to reject all responses without award. After submission of a proposal, the Association or one or more participating County Road Agencies 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
- **Email:** ddonohue@micountyroads.org
- **Phone:** (517) 482-1189

**1.1 Amendments to the RFP:** Should it become necessary to revise any part of this RFP, a written amendment will be issued and posted through the same public channel(s) used for the RFP. The Association will endeavor to notify known interested parties that an amendment has been issued, but each respondent remains responsible for monitoring the RFP posting location for amendments, clarifications, required forms, and the final Q&A document.

**1.2 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.

**1.3 Required Forms:** The Association will make available the required certification forms referenced in Attachment C, including the Debarment Certification, Lobbying Certification, and Certification of Compliance with the Iran Economic Sanctions Act. If the Association does not provide a specific form, respondents may submit a substantially equivalent federal, state, or respondent-generated certification that satisfies the applicable legal requirement.

## 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 Principal County Road Agency, which will act as the principal contracting party ("Principal Client"), unless another structure is approved before award. Other County Road Agencies may join the Agreement directly or through an intergovernmental, cooperative purchasing, or other permissible arrangement (together with the Principal Client, each a "Participating Client"). Each Participating Client will be responsible for its own disaster projects, funding streams, approvals, records, and payment obligations, unless otherwise expressly agreed in writing. The Association is acting as the coordinating entity for this RFP process and is not guaranteeing any minimum volume of work.

> **2.1A Participating Clients:** Respondents should assume that services may be requested by multiple participating County Road Agencies, but no County Road Agency is obligated to use the resulting Agreement unless and until it affirmatively joins or separately contracts for services. The resulting Agreement is intended to establish common terms and pricing that may be used by each Participating Client, permitting each to manage its own projects and reimbursement claims.

**2.2 Term and Termination:** The Agreement shall commence upon execution and continue through the closeout of all claims related to the Major Disaster Declaration, unless otherwise extended or terminated earlier in accordance with the Agreement.

**2.3 Fees and Billing:** The Consultant shall bill each Participating Client in accordance with the fee structure proposed in its response and negotiated in the final Agreement. Invoices must contain a description of services rendered, hours worked, personnel classifications, applicable hourly rates, and pre-approved expenses, and must be formatted to support reimbursement under applicable Federal Emergency Management Agency ("FEMA"), Federal Highway Administration

(“FHWA”), Michigan Department of Transportation (“MDOT”), or other state or federal disaster funding requirements. Respondents should state whether travel and related expenses are included in hourly rates or billed separately at actual cost, subject to any applicable reimbursement limitations. The Consultant should structure and manage its services with the objective that total consulting fees not exceed five percent (5%) of the applicable Participating Client’s total eligible disaster-related project costs, unless the Participating Client approves otherwise in writing.

**2.3A Interim Consulting Work:** The Association recognizes that one or more Participating Clients may engage interim FEMA Public Assistance (“FEMA-PA”) and/or FHWA Emergency Relief (“FHWA-ER”) consulting services before completion of this RFP process due to the accelerated timing of site visits and disaster-recovery deadlines. Respondents should describe how they will coordinate with any interim consultant and use commercially reasonable efforts to preserve, document, submit, and maximize reimbursement for eligible work performed under any interim consulting services agreement. To the extent legally permissible and acceptable to the applicable Participating and the Consultant, the final Agreement may provide a mechanism for the interim consultant to act as a subcontractor or transition resource to the Consultant for the limited purpose of facilitating continuity of services and reimbursement of eligible pre-award work.

**2.3B Cost Proposal Assumptions:** Unless otherwise stated by the respondent, any proposed not-to-exceed amount should identify the period, scope, and assumptions on which it is based. Because the full scope of eligible damage, site inspections, project formulation, appeals, closeout, and audit support may not be known at the time proposals are submitted, respondents may include assumptions, exclusions, hourly-rate schedules, phased budgets, or separate not-to-exceed amounts for different phases of work.

**2.4 Governing Law:** The Agreement and any controversies arising hereunder 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 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, any Participating 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, Principal Client, through the Association, intends to solicit proposals from an adequate number of qualified sources to ensure open and fair competition. 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 Michigan Management and Budget Act and federal regulations. 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:** The contract(s) 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-PA grant management for public entities.
   - Specific experience with securing funding related to county road agencies, transportation infrastructure, winter-weather events, flooding, tornadoes, and other weather-related recovery efforts.
   - Demonstrated experience with FEMA-PA, FHWA-ER, or similar transportation-agency disaster recovery programs.
   - 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.
   - Demonstrated experience with FEMA-PA, FHWA-ER funding, or similar transportation-agency disaster recovery programs.
   - Sufficient committed staffing capacity to provide timely in-person support throughout Michigan, including the Upper Peninsula, so participating County Road Agencies receive appropriate hands-on assistance regardless of location.

C. **Cost Proposal:**
   - Clarity, completeness, and reasonableness of the proposed fee structure, including hourly rates, personnel classifications, travel and expense treatment, not-to-exceed amounts, and any assumptions or exclusions.
   - Overall cost in relation to the services offered. While important, cost is not the sole determining factor.
   - The respondent's proposed approach to managing fees efficiently and preserving reimbursement eligibility, including whether and how the respondent will manage consulting fees with the objective that they not exceed five percent (5%) of the applicable Participating Client's total eligible disaster-related project costs unless otherwise approved.

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 each Participating Client, reserves the right to negotiate the terms and conditions of the final contract with the selected bidder. The Association anticipates a single-award structure unless it determines, in its discretion, that a different award structure is in the best interests of each Participating Client. 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 reserves the right to terminate the contract without penalty.

**6. Required Federal Contract Provisions.** The 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 each Participating 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 Principal Client and one or more Participating Clients included in the areas of the Major Disaster Declaration, requests proposals from qualified firms to provide as-needed consulting and advisory services related to FHWA Emergency Relief ("FHWA-ER"), FEMA Public Assistance ("FEMA-PA"), and Hazard Mitigation Grant Program (HMGP). These services are required in response to the Presidential Disaster Declaration for Michigan (FEMA-4925-DR) disaster conditions occurring generally during April 2026, including snowmelt, flooding, and tornado-related impacts. The Consultant will assist Participating Clients in strategically managing claim development and administration under federal and state disaster programs to maximize reimbursement for all eligible costs.

**II. Scope of Services** The Consultant will be responsible for, but not limited to, the following services for each Participating Client. Services may be performed for multiple Participating Clients under common contract terms and pricing, but each Participating Client is expected to maintain its own project records, documentation, funding requests, approvals, and reimbursement claims unless otherwise agreed in writing.

1. **FEMA-PA and FHWA-ER 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 facilities, roads, bridges, culverts, signage, equipment, vehicles, buildings, building contents, and other infrastructure or assets under road agency jurisdiction, to the extent eligible under applicable disaster funding programs.
    - Assist each Participating Client in developing, validating, and refining preliminary lists of damaged facilities, roads, bridges, infrastructure, equipment, and other potentially eligible assets. Respondents should not assume that a complete preliminary damage inventory or cost estimate will be available at the outset.
    - Coordinate, as requested, with each Participating Client regarding the relationship between FEMA, FHWA, or other disaster funding and any applicable property insurance claim. Unless expressly included in the final Agreement, the Consultant is not expected to act as an insurance adjuster or independently prepare, submit, or manage property insurance claims.
    - 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.
- Coordinate with FEMA, FHWA, the State of Michigan, MDOT, and other applicable agencies regarding eligibility, documentation, site inspections, project formulation, and reimbursement strategy.
- Provide timely in-person support in affected counties, including counties in Michigan's Upper Peninsula, as reasonably necessary to support regulatory site visits, documentation collection, and local project management.

2. **FHWA-ER, FEMA-PA, and Transportation Funding Support**
    - Advise Participating Clients regarding FHWA-ER and FEMA-PA funding opportunities, including programs administered or coordinated through MDOT or other transportation agencies.
    - Assist with documentation, eligibility analysis, cost tracking, and agency coordination for transportation-related disaster recovery work.

3. **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.

4. **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 preserve and maximize 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, if the Consultant will host, manage, or materially access electronic grant-management systems, personally identifiable information, protected data, or other sensitive electronic records. If the respondent believes this coverage is not applicable to its proposed services, the respondent should explain the basis for that position in its proposal.

Principal Client and each Participating Client shall be named as additional insureds on applicable 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 county road agencies, transportation agencies, or similar infrastructure agencies. This section should directly address the evaluation criteria in Section 4.2.A, including FEMA PA experience, FHWA-ER, or other state/federal-administered transportation funding experience.

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, including the respondent's plan for timely in-person support in Michigan's Upper Peninsula.

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 by personnel classification, administrative expenses, travel and related expenses, and any proposed not-to-exceed amounts. Respondents should state whether travel is included in hourly rates or billed separately at actual cost, and should identify the timeframe, scope, and assumptions applicable to any not-to-exceed amount. Respondents should also describe how they will manage fees with the objective that consulting costs not exceed five percent (5%) of the applicable Participating Client's total eligible disaster-related project costs unless otherwise approved.

7. **Required Forms:** Proposals must include the following signed certifications, using forms supplied by the Association or substantially equivalent certifications if no specific form is supplied:
    - Signed Debarment Certification.
    - Signed Lobbying Certification.
    - Signed Certification of Compliance with Iran Economic Sanctions Act.