

Request for Proposal

Consulting Services RFP

Presque Isle Electric & Gas Co-Op 3149 Main St Onaway, MI 49765

RFP No. 3 FEMA Consulting

PRESQUE ISLE ELECTRIC & GAS CO-OP 3149 MAIN ST ONAWAY, MI 49765 | 800-423-6634

CONSULTING SERVICES RFP PRESQUE ISLE ELECTRIC & GAS COOPERATIVE

STATEMENT OF WORK

Presque Isle Electric & Gas Cooperative (PIE&G) requests Proposals for an As-Needed FEMA Public Assistance, and 404 and 406 Hazard Mitigation Grant Program (HMGP) Advisory Services provider. Contracted services are enumerated in the Scope of Services. The contract will be for a three-year term and may extend for a two-year term if agreed to by both parties. The contract will incorporate and list any requirements of 2 C.F.R. §§ 200.317 – 200.327 and Appendix II to Part 200, Required Contract Clauses [as applicable]. The purpose of the Request for Proposal (RFP) is for PIE&G to acquire comprehensive FEMA management services including, but not limited to:

- 1. FEMA Public Assistance Advisory Services
- 2. FEMA 404 and 406 Hazard Mitigation Expertise
- 3. Financial and Grant Management Support
- 4. Public Insurance Adjustment
- 5. Indirect Tasks or Requests

The selected contractor will assist PIE&G in strategically managing the claim development and administration under Federal and State Disaster Programs related to any disasters during the term of this contract. Such Federal Programs may include, but are not limited to: FEMA Public Assistance (PA), FEMA 404 and 406 HMGP and Emergency Relief Program. Examples of disaster recovery services that may be required include:

1. FEMA Public Assistance Advisory Services

- 1. Develop a process/system to efficiently submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices and close-out projects.
- 2. Attend meetings with relevant local, state, and federal officials to address eligibility and process issues at the request of the client.
- 3. Provide extensive knowledge, experience and technical competence in dealing with Federal regulations. Specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, the Post-Katrina Emergency Management Reform Act of 2006, and the Sandy Recovery Improvement Act of 2013.
- 4. Proactively identify and resolve issues that may arise related to the funding of work completed or to be completed.
- 5. Provide technical assistance as requested. This assistance may involve engineering and architectural support among other types of assistance.
- 6. Help to assess damage to PIE&G facilities if needed.
- 7. Obtain, analyze and gather field documentation, including timekeeping and staff assignment records.
- 8. Review all data and supporting documentation to determine whether costs appear eligible and are adequately supported.
- 9. Evaluate and prepare FEMA PA Emergency and Permanent Work Project Worksheets. This will involve expertise in cost estimating, developing detailed damage descriptions and dimension and scope of work. This will include determining final eligible costs and third-party refunds and reimbursements. This will also include reconciling eligible costs and to prepare project worksheet versions as necessary.

- 10. Assist in the development of hazard mitigation proposals under Sections 404 and 406 of the Stafford Act.
- 11. Evaluate alternate and/or improved projects.
- 12. Monitor reconstruction efforts, actual versus PW scope of repair and progress payments.
- 13. Perform PW closeouts.
- 14. Respond to audit findings as required.

2. FEMA 404 and 406 Hazard Mitigation Expertise

- 1. Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events.
- 2. Prepare hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to the HMGP, Pre-Disaster Mitigation, and other mitigation programs.

Financial and Grant Management Support

- 1. Advise on FEMA's rules, practices, procedures, and how to track costs. Including direct administrative costs to facilitate reimbursement for all eligible client costs, including contractor costs.
- 2. Provide general grant management advice.
- 3. Perform internal controls assessment.
- 4. Conduct pre-audit activities and prepare documentation for audit.
- 5. Meet as necessary with County/State/Federal representatives in connection with the programmatic, financial, contracting, and accounting services related to Federal and State regulations.
- 6. Prepare reports for the State and FEMA as needed.
- 7. Provide oversight of contractor's billing to ensure that they have invoiced in accordance with their contract and that all costs that are eligible are documented and claimed.
- 8. Categorize, record, track, and file costs in support of the financial reimbursement process. Track project worksheet status and status of payments from the State.
- 9. Assist in providing interagency (County/State/Federal) coordination and technical support as well as identifying funding resources that may be available to assist in the long-term recovery process.
- 10. Work with PIE&G staff to enable their in-house ability to complete the FEMA worksheets for replacing temporary work with permanent work.

3. Indirect Tasks or Requests

Requests on an "as needed" basis for contract reviews etc.

Proposal Deadline/Delivery

All proposals in response to this RFP must be received by PIE&G, in accordance with the submission instructions provided herein, but the time and date indicated below. Proposal 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:	June 23, 2025
All inquiries must be submitted by:	June 27, 2025 at 8:00 a.m.
Responses to inquiries, if any, issued by:	June 30, 2025 at 5:00 p.m.
All proposals due on:	July 7, 2025 at 12:00 p.m.
Anticipated date of award:	July 9, 2025

Submittal Instructions

Respondents shall submit one (1) electronic PDF proposal to Heather Knouse, Chief Administration Officer, at <u>stormrfp@pieg.com</u> by the date and time listed above. Signatures are required where indicated; failure to do so may be cause for rejection of proposal. Electronic signatures are permitted.

The subject line of the e-mail transmitting the PDF should also indicate the RFP number indicated on the cover page of this RFP. Any requirements in the RFP that cannot be met must be so indicated in the proposal. Respondents must respond to the entire RFP.

If more than one (1) email containing a PDF proposal is provided by the same respondent, the latest received proposal prior to the deadline will be considered the respondent's final response. Respondents remain responsible for ensuring that their proposal is received at the time and e-mail address specified. PIE&G assumes no responsibility for any proposal not received, regardless of the reason for the delay. PIE&G will endeavor to respond to each e-mail submission with a confirmation of receipt as a courtesy, but respondents are encouraged to call PIE&G's office to confirm receipt if a courtesy confirmation is not received via e-mail.

Requests/Questions

Any firms interested in this RFP should send an email to Heather Knouse at <u>stormrfp@pieg.com</u> to register as an interested respondent. All inquiries, requests for additional information, and questions should also be submitted electronically to Heather Knouse using this email address and must be submitted no later than the inquiry deadline listed above.

No oral interpretations will be made by PIE&G to any firm as to the requirements of this RFP. Any clarification or interpretation that is not in writing shall not legally bind PIE&G. Only information supplied by PIE&G in writing or in this RFP should be considered in preparing proposals.

Required Information in Submittal

- 1. **Title Page** Show the name of the respondent's firm, address, telephone number, name of contact person, date and the subject.
- 2. Table of Contents Include a clear identification of the material by selection and page number.
- 3. Cover Letter/Executive Summary/Firm Overview The letter must be signed by an individual who is authorized to negotiate terms, render binding decisions and commit the firm's resources. The letter must indicate the legal status of the contractor (sole proprietorship, corporation, etc.) and the year the entity was organized to do business. Provide a brief history and description of your firm's business organization and experience as it relates to the requirements discussed previously. Include the location of offices and the number and types of contractors or other relevant professional staff in each office. Include a discussion of the specific expertise and services that distinguish your firm.
- 4. **References** The contractor shall provide at least three references for whom they have provided services similar to those requested within the past five years. The references shall include names, addresses, and telephone numbers of the clients for whom the prior work was performed and include an explanation of the services provided and how successful the contractor was with getting the client FEMA reimbursement.
- 5. **Relevant Expertise and Experience** Provide a narrative statement regarding your consulting experience and experience as it relates to the Scope of Services of the RFP. Additionally, include a statement regarding your understanding of the requirements as outlined in the RFP.

- 6. Cost Proposal The cost proposal shall identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the delivers under the contract. Include a copy of the firms travel policy. The evaluation process is designed to award this contract not necessarily to the contractor of least cost, but rather to the contractor whose proposal best meets the requirements of this solicitation.
- 7. **Personnel** Provide the names, proposed roles, background and experience, current professional licenses, office location and availability of the personnel that would perform contracting services. Specifically identify the primary person who will be responsible for managing the relationship with PIE&G.

Required Forms with Submittal

- 1. Certification Regarding Debarment, Suspension and Other Responsibility Matters The respondent should execute the form found in Attachment A to this solicitation.
- 2. Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements The respondent should execute the form found in Attachment B to this solicitation.
- 3. Drug-Free Workplace Statement Included as Attachment C to this solicitation.

Addenda and Supplemental Information

Any and all addenda to the solicitation will be provided to all proposers who receive the initial solicitation and provided contact information to PIE&G, should it become necessary for PIE&G to make revisions, request additional information, or respond to written inquiries relating to the solicitation. It is the responsibility of the potential proposers to timely submit contact information to facilitate receipt of addenda and supplemental information requests, if issued.

Any respondent submitting a proposal in response to this solicitation will be deemed to have performed its due diligence on the work requested. Including that the respondent has received, read, and understood any addenda to the solicitation.

Review of Proposal

PIE&G's designated selection committee will review responses to the solicitation. Selections will be based on completeness of proposals and on which proposals best meet the requirements of this solicitation. PIE&G reserves the right to reject any or all proposals, to waive irregularities and informalities in any or all proposals and to separately accept or reject any item or bid schedule of the proposal which PIE&G deems to be in the best interest of PIE&G. PIE&G reserves its right to award the contract to other than the lowest priced offeror.

Resulting Contract

While PIE&G anticipates awarding one contract, PIE&G reserves the right to award contracts to more than one respondent if it is in the best interests of PIE&G. The issuance of this solicitation does not obligate PIE&G to award a contact, PIE&G reserves the right, and has absolute and sole discretion, to cancel this solicitation at any time prior to the execution of a contract.

Term

The initial term of this Agreement shall begin on the Effective Date of this Agreement and shall expire and terminate three (3) years after the date.

Miscellaneous

Any costs incurred responding to this solicitation are the sole responsibility of the respondent. PIE&G assumes no responsibility for any such cost incurred. The respondent also agrees that PIE&G bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

All materials submitted in response to this solicitation become the property of PIE&G. PIE&G has the right to use any or all ideas presented in any response to this solicitation, whether amended or not. Selection or rejection of a proposal does not affect this right. No variances to this provision shall be accepted

The Consultant shall take out and maintain throughout the period of this Agreement the following types and minimum amounts of insurance:

- a. General Liability Insurance, with a combined limit of \$1 million for each occurrence and \$3 million in the aggregate.
- b. Automobile Liability Insurance, with a combined single limit of \$1 million for each person and \$3 million for each accident.
- c. Workers' Compensation Insurance in accordance with statutory requirement and Employers' Liability Insurance, with a limit of \$1 million for each occurrence.
- d. Professional Liability Insurance, with a limit of \$1 million annual aggregate, if Consultant is providing professional services as part of the work.
- e. Excess/Umbrellas Liability with a limit of \$5 million.

The Consultant shall, prior to commencing the work, furnish Owner certificates of insurance, as contained in Exhibit I. Such insurance shall not be cancelled or materially altered during the term of this agreement, without (i) thirty (30) days' written notice by Consultant to Owner; and (ii) proof that a substantially similar policy will be in place for the remainder of the term of the agreement, without any interruption in coverage.

Winning Consultant shall have five (5) days from date of notice of award to provide a Certificate of Insurance ("COI") to Owner via email to <u>stormrfp@pieg.com</u>. The COI shall reflect, at a minimum, the amounts required herein, and shall have PIE&G listed as an Additional Insured Status. PIE&G, its officers, officials, employee, and volunteers are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including, materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 37 forms if later revision used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects PIE&G, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by PIE&G, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to PIE&G.

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against PIE&G by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but

this provision applies regardless of whether or not PIE&G has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by PIE&G. PIE&G may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M Best Rating of A or better at all time during the work; unless otherwise acceptable to PIE&G.

Claims Made Policies (note-should be applicable only to professional liability, see below) If any of the required policies provide claims made coverage:

- 1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of the contract work.
- 2. Insurance must be maintained and evidence of insurance must be provided for a least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Consultant shall furnish PIE&G with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by PIE&G before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. PIE&G reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

ATTACHMENT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal, the Consultant (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 participants knowingly rendered an erroneous certification, in addition to other remedies 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 department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has 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 meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being 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 transactions 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 entering into this transaction.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this 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 the covered transaction, 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 may terminate this transaction for cause or default.

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for 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; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Organization Name

PR/Award or Project Name

Name and Title

Signature

Date

ATTACHMENT B

LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name of Authorized Official

Signature

Date

Consulting Agreement

ATTACHMENT C

DRUG-FREE WORKPLACE STATEMENT

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor hereby certifies that

does:

(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
- 4) In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with that above requirements.

Signature

Print Name

Date

ATTACHMENT D

- 1. **PROPOSAL COMPLIANCE**. If Consultant takes exception to any of the information included in the RFP Documents, such exception must be "red-lined" in the Word files included in the RFP and submitted in Word format with the Consultant's proposal. **Consultant shall not submit its company standard terms & conditions as response to this section.**
 - □ No Exceptions Taken
 - Exceptions Taken and noted in "red-lined" Word file.
- 2. **PROPOSAL CHECKLIST**. All of the following must be submitted as part of a compliant bid package:
 - Completed Consultant's Proposal, including:
 - □ Signed Consultant Attestation
 - Completed Attachment A: Debarment Certification
 - Completed Attachment B: Lobbying Certification
 - Completed Attachment C: Drug Free Workplace Statement
- 3. BID AWARD COMPLIANCE. If awarded this Project, Consultant agrees to provide the following:
 - □ Certificate of Insurance in amounts required by the contract with PIE&G named as additional insured required within five (5) days of award