

# **Maggie Valley Sanitary District**

*Committed to Providing Clean, Safe Water for All Our Residents*

## **Request for Proposals: Comprehensive Disaster Recovery & Mitigation Grant Administrative Services**

Proposal Issued Date: April 28, 2025

Proposal Due Date: **12:00 pm (noon) EST  
on Friday, May 9, 2025**

Proposers who submitted in the prior RTP posting do  
not need to resubmit.

### *PUBLIC NOTICE*

*Pursuant to NCGS 143-64.31 and the Federal Uniform Guidance (2 CFR Part 200), Maggie Valley Sanitary District ("the District") is soliciting proposals from individuals and firms to provide grant administrative and other disaster recovery administrative services due to: DR-4827-NC (Helene).*

## PURPOSE AND BACKGROUND

The District operates and maintains a 3 MGD surface water treatment facility, three storage tanks, one pumping station, and over 110 miles of water line ranging in size from 2"- 12." The District treats and delivers an average of 850,000 gallons per day that spans over three municipalities and unincorporated areas, and serves a total – residential, rental, and businesses – of approximately 9,938 customers.

In late September 2024, Hurricane Helene caused damage to our water treatment and distribution system. Immediate temporary repairs were made to keep customers in service and to make the system operational, but much more work needs to be done.

The District is working to secure FEMA funds to repair damages caused by the storm and to harden our infrastructure as allowed by FEMA Public Assistance, FEMA Hazard Mitigation Grant Program, HUD CDBG-DR and other federal and state funds that may become available.

The Maggie Valley Sanitary District ("the District") is soliciting proposals to provide disaster recovery consulting services including FEMA Public Assistance, FEMA Hazard Mitigation Grants, HUD CDBG-DR and other federal and state funding instruments for grant administration, compliance, reimbursements, record-keeping, federal and state engagement and or any other duties as deemed necessary by the District.

## INSTRUCTIONS TO PROPOSERS

Firms desiring to provide services, as described in the Scope of Work, shall submit sealed proposals clearly marked "RFP MVSD Helene Grant Services" and include the original and three (3) copies, **no later than 12:00 pm EST ("noon") on Friday, May 9, 2025.**

**Responses should be delivered by hand, by Courier, or via UPS, FedEx, DHL, or USPS with tracking information kept by the Proposer.** Proposals should be submitted to:

Maggie Valley Sanitary District  
122 Rich Cove Road  
Maggie Valley, NC 28751  
Attn: Jason Herbert

**Offers by telephone, email or fax shall not be accepted.** Any verbal representations or discussions are invalid. All proposals must be submitted to the address provided above on time.

## RFP MANAGER & RFP QUESTIONS OR COMMENTS

Any questions, concerns, or requests for information regarding this RFP shall be directed via email with the subject heading "RFP MVSD Helene Engineering Services" and submitted to the RFP Manager, Jason Herbert.

In turn, the District shall respond to RFP questions or any modification made by MVSD submitted via email to the RFP Manager and will be uploaded to the District's web site no later than May 6, 2025 by 5:00 PM EST as an addendum.

Web site: <https://maggiewater.myruralwater.com/proposed-projects>

Oral discussions about this RFP or any verbal clarifications will be without legal effect and will not be considered. Any questions, concerns, or requests for information regarding this RFP shall be directed via email with the subject heading "RFP MVSD Helene Services" and submitted to:

Jason Herbert, District Manager  
Maggie Valley Sanitary District  
Email: [jherbert@mvsdh2o.com](mailto:jherbert@mvsdh2o.com)

Applicants are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your proposal is delivered by any mail carrier or courier services or by any other means, it is your responsibility to ensure delivery to the above address.

This office will not be responsible for deliveries made to any place other than the specified address. It is the sole responsibility of the bidder to ensure their proposal reaches the District on time. The District shall not be responsible for late deliveries or delays.

#### **ANTICIPATED RFP TIMELINE**

Provided below is the anticipated schedule of events. The District reserves the right to adjust the schedule and to add/remove specific events to meet the unique needs of this project.

April 28, 2025	<b>RFP Released/Advertised by 5:00 pm EST</b>
May 2, 2025	<b>Last day to submit written requests for information or clarifications no later than 3:00 pm EST</b>
May 6, 2025	<b>The District will post an addendum, if applicable</b>
May 9, 2025	<b>Date Proposals are Due no later than 12:00 noon EST</b>
May 14, 2025	<b>Recommendation of Award(s)</b>
May 16, 2025	<b>Notice to Proceed</b>

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the District the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

Costs of preparation of a response to this request for proposals are solely those of the applicant. the District assumes no responsibility for any such costs incurred by the applicant. The applicant also agrees that the District bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

**The proposer receiving the award will obtain or possess the following insurance coverages and will provide Certificates of Insurance to the District to verify such coverage.**

1. Workers' Compensation – In accordance with statutory requirements.
2. Commercial General Liability – The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. With a limit of \$500,000 for each occurrence.
3. Business Automobile Liability – The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
4. Professional Liability (Errors & Omissions) – The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

## **CONTRACT AWARD**

The consultant awarded this contract must maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of the latter of final grant closeout or final audit by OIG of any project work performed under contract resulting from this RFP.

The District shall have access to all records, documents and information collected and/or maintained by others during the administration of the agreement. This information shall be made accessible at the awardees' place of business to the District for purposes of inspection, reproduction, and audit without restriction.

It is the intent of the District to enter into a three (3) year contract, with a renewal clause for two (2) additional one (1) year renewal terms for services as described herein, totaling a potential five (5) year contract term.

## **PROPOSAL FORMAT**

1. Applicants must respond in the format delineated below. The following information shall be indexed or tabbed to identify each section and the outlined required information. Failure to submit this information may render your proposal non-responsive.
2. Interested firms must submit three (3) bound original copies and one (1) USB-drive containing a digital copy of the complete response package in PDF format.
3. The proposal must contain a handwritten signature of an authorized representative of the responding firm. Responding firms will not be allowed to make any changes or

corrections after proposals are submitted to the District.

4. Pages containing organizational charts, matrices, or large diagrams may be printed on larger paper in order to preserve legibility.
5. Responses shall be bound on left hand side and limited to twenty-five (25) pages. Adherence to the maximum page criterion is critical; each page side with criteria information will be counted toward the maximum number of pages. Front and back covers, table of contents pages, and tabbed divider pages will not be counted if they do not contain submittal information.

## **PROPOSAL REQUIREMENTS**

### **1. QUALIFICATIONS OF THE FIRM.**

The Respondent shall provide a narrative of the firm's qualities and capabilities that demonstrates how the firm will work with District to fulfill the requirements of this Project.

Describe the firm's methods of providing Mitigation support, Maintenance, Disaster Recovery, Application, Administrative, and Planning Services Outlined within the Scope of Work.

*Firm qualifications must include, at minimum, the following:*

1. Relevant Experience – Recent experience demonstrating current capacity and current expertise in assisting local governments in obtaining reimbursement from state and federal agencies following disaster events.
2. Past Performance on Similar Projects - Provide at least three references for which the firm has performed disaster grant management and administrative services as prime contractor that are similar to the requirements in the Scope of Services.
3. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.
4. Project Approach – Describe the approach and methodology it will use to accomplish the work herein. The project approach shall include information on schedule and availability where applicable.

### **2. QUALIFICATIONS OF THE STAFF**

Describe the composition and structure of the firm and include the names of people with an interest in the firm. Key project staff must be full-time employees of the proposing firm and have experience working for the Proposer, in the requirements described within the Scope of Work.

1. Key Staff – The Respondent shall include a list of the proposed staff that

will perform the work required if awarded this contract and a summary of staff qualifications.

2. Provide resumes of staff to be assigned to this project.

### 3. TECHNICAL APPROACH

Provide a description of the applicant's approach to the project, to include startup procedures/requirements.

### 4. COST PROPOSAL

Each applicant must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. All non-labor costs will be billed to District at cost without markup.

## SELECTION CRITERIA

There will not be a public bid opening. Proposals will be evaluated based upon but not limited to the following criteria in order to select the most responsive and responsible consultant at the most reasonable cost. The District reserves the right to reject all responses and re-advertise if deemed appropriate.

<b>Criterion</b>	<b>Points</b>
Firm Experience and Capacity	15
Firm Qualifications on Similar Projects, including references	20
Staff Qualifications and Experience including demonstration of knowledge of FEMA, HUD and crossover regulations and procedures	15
Project Understanding, Approach and demonstrated Expertise	15
Experience working with local governments in North Carolina	15
Cost Proposal	20
<b>TOTAL</b>	<b>100</b>

## SCOPE OF SERVICES

### I. BACKGROUND

The District seeks to protect its interests by securing the services of a qualified planning, development, and disaster recovery consultant group. The District faces recurring threats of natural disasters including hurricanes and other disaster events that require informed FEMA and other federal and state disaster recovery and mitigation experience and strategies.

The District's vulnerability underscores the critical need for a qualified planning and development consulting group specializing in mitigation and recovery. Such expertise is essential for crafting proactive measures to reduce risk, safeguarding infrastructure and enhancing community resilience. Moreover, a professional consulting group versed in disaster recovery can streamline post event efforts, expediting restoration, and foster long term resilience in addition to recovery.

Securing these services demonstrates the District's commitment to effective disaster recovery, ensuring the safety and well-being of its residents and the visitors in the District's area.

The selected contractor, working closely with and at the direction of District staff, will assist in strategically managing the project development and administration of any and all federal and/or state disaster programs related to declared emergencies, including but not limited to Hurricane Helene.

## II. SCOPE OF WORK

The contractor will provide experienced personnel and resources to complete the following activities:

- A. **Applicants Briefing and Kick-Off Meeting.** – Attend meetings with the State/Federal agencies including applicant briefings, kick-off meetings and project specific discussions.
- B. **Technical Assistance** – Provide general financial management advice and assistance including but not limited to:
  - Develop and support the ongoing activity of a disaster recovery team to manage the FEMA Public Assistance and HMGP process.
  - Provide advice as to the disaster recovery team as appropriate and participate in meetings.
  - Provide advice as to the eligibility of facilities, work, and costs and develop justifications for presentation to the State of North Carolina and FEMA with regard to any issues which may arise.
  - Briefing purchasing, contracting and department personnel on requisite/purchasing procedures and documentation.
  - Provide technical assistance to departments having difficulty with their claims.
  - Review construction and all other procurements and contracts as needed throughout the process for any FEMA or HUD funds; prepare initial drafts of contracts meeting the qualifications for the appropriate grant administering entity
- C. **Correspondence** – Prepare correspondence to the State of North Carolina, FEMA, HUD, etc. on behalf of the District as necessary; Prepare a program management plan; Prepare periodic reports to the District as to the status of grant management progress and participate in all status meetings.

- D. **Financial Tracking** – Categorize, record, track and file costs on approved forms in support of the financial reimbursement process. Communicate with District Departments on an as needed basis and maintain an up-to-date database of eligible labor, equipment, and materials costs as reported on Event Activity Tracking Forms to prepare daily reports to District management.
- E. **Financial Management** – Assist with requesting immediate needs funding or grants based on estimates; development and tracking of plans for cash flow management and disbursements by State/FEMA; insurance evaluation, documentation adjusting and settlement services; tracking project progress, expenditures, reimbursement requests and receipts.
- F. **Projects** – Prepare and/or review all deliverables for all projects, including FEMA PA Project Worksheets for Categories A-G for review by FEMA and the State ensuring that the scope of work is accurate and comprehensive, estimates are accurate, expenses are eligible and documented, and that projects are categorized as small or large in a manner that ensures prompt and sufficient reimbursement to the District; also prepare and write applications for FEMA HMGP and CDBG-DR as eligible projects become known to the District;
- G. **Attend meetings** virtually or in person as determined reasonable as a partner to the District and in conjunction with State and FEMA and HUD, and/or other Federal agencies, to review, negotiate, or appeal project scopes and costs as needed.
- H. **Ensure applications are submitted in a timely manner to FEMA’s HMGP and HUD CDBG-DR as applicable**, managed by the North Carolina Division of Emergency Management and NC Commerce/GROW NC, respectively.
- I. **Repair and Restoration** – Review the scopes of work and all compliance and regulatory procedures of proposed damage repair/reconstruction work for compliance with FEMA and HUD requirements.
- J. **Documentation** – Support departments with organizing reimbursable expenses. Review, maintain and ensure accuracy of documentation prepared by District departments.
- K. **Reporting** – Compile and summarize in FEMA approved format Category A through G costs for presentation to FEMA and the State and inclusion in project worksheets and perform monitoring reports and financial reports as necessary.
- L. **Compliance** – Ensure the District meets all deadlines imposed by FEMA and/or the State for documentation, appeals, completion of work, etc. If the District



disagrees with any FEMA determinations, make all reasonable efforts to resolve any such dispute and/or strategize and write appeals; Provide fully qualified subject matter experts to the District in support of any legal action required as the result of an appeal; Review and advise on contract drafts and terms to meet compliance with the requirements of the applicable grant administering program.

- M. **Closeout** – Preparation of closeout packages including final funding reconciliation, copies of required permits, exemptions or waivers, bid documents, change orders, improved project filings, compliance monitoring, and other documents required or useful for grant closeout review. Prepare all documentation for, and represent the District in, all project closeout activities, Participate in exit conferences with the District, State, and FEMA.
- N. **Audits** – Upon completion of all projects and drawn down reimbursement for all eligible costs, finalize preparations for State and FEMA final inspections and single or other audits.
- O. **Mitigation – FEMA 404 (HMGP) and 406 Hazard Mitigation Services:** Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects (Section 404 and 406). Develop hazard mitigation proposals, cost benefit analysis (BCA). Prepare other hazard mitigation services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.
- P. **Community Development Block Grant – Disaster Recovery.** Provide knowledge, experience, and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under Federal Register allocation of the CDBG funds. Conduct unmet needs assessment particularly infrastructure. Provide other HUD related technical assistance and consulting services as needed.
- Q. **Other Grant Management Assistance** – Provide other state and federal grant management services as needed. Assist the District with the management and administration of other federal grant management programs not identified above.
- R. **FEMA Project Administration**
  - 1. Develop a process/system to efficiently submit 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.
  - 3. Provide knowledge, experience and technical expertise in dealing with federal and state regulations, specifically including, but not limited to, the Robert T.

- Stafford Disaster Relief and Emergency Assistance Act and familiarity with North Carolina Emergency Management and grant processing.
4. Proactively identify and resolve issues that may arise related to the funding of completed and forthcoming work.
  5. Provide engineering, cost estimating, and architectural support, among other types of technical assistance.
  6. Assess damage to public infrastructure components, transportation systems, and facilities.
  7. Obtain, analyze and gather field documentation, including gathering relevant records (including timekeeping and assignment records) in order to extract pertinent information.
  8. Review all data and supporting documentation to determine eligible adequate costs.
  9. Evaluate and assist in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets, to include Cost Estimating, developing Detailed Damage Descriptions and Dimensions (“DDD”) and project Scope of Work (“SOW”).
  10. Assist in the development of hazard mitigation proposals under Sections 406 and 404 of the Stafford Act.
  11. Evaluate alternate and/or improved projects. Evaluate the appropriateness of the use of FEMA pilot programs including the Section 428 Public Assistance Alternative Procedures for Permanent Work.
  12. Review Project Worksheets (PW) to determine final eligible costs and third-party refunds/ reimbursements.
  13. Reconcile eligible costs and prepare PW versions.
  14. Prepare first and second appeals, and work with the District through any arbitration.
  15. Monitor reconstruction efforts, reconcile change orders with PW scope of repair, and prepare progress payments.
  16. Perform PW closeouts.
  17. Prepare projects for audit.
  18. Respond to audit findings, as required.

**S. Financial and Grant Management Support**

1. Advise on FEMA’s policies, regulations, practices and 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 disaster recovery projects for audit.
5. Meet with District/State/Federal representatives in connection with the programmatic, financial, contracting and accounting services related to applicable regulations.
6. Prepare required reports, including the Public Assistance Quarterly Progress Report, for the State and FEMA, as needed.

7. Provide oversight of contractors' billing to ensure that they invoice in accordance with their contract, and that all costs eligible for the disaster grant funding 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 payment from the State.
9. Assist in providing intergovernmental coordination and technical support, as well as identifying funding resources that may be available to assist in the long- term recovery process.
10. Collect Policies, Bid Tabs, Contracts, Agreements, etc.
11. Work with FEMA Project Specialist in compiling documentation for the Project Writers.
12. Perform analysis of labor vs equipment hours, etc.

**S. HUD Community Development Block Grant - Disaster Recovery**

1. Provide knowledge, experience, technical competence, and oversight in the planning, administration, and implementation of eligible CDBG activities as identified in the Code of Federal Regulations (to include CDBG-DR funds) and any waivers or modifications made for the program.
2. Conduct assessments that identify infrastructure disaster recovery needs; write applications with supporting documentation for submission;
3. Develop and submit HUD required Action Plan for Disaster Recovery, Action Plan Amendments, performance reporting, and grant closeouts.

**FEE SCHEDULE FORM**

The hourly labor rates shall include all applicable overhead and profit. All non- labor related project costs (including travel, lodging, and per diem) will be billed to the District at cost without markup.

Staff Title	Hourly Rate
Director	
Senior Project Manager	
Subject Matter Expert	
Financial and Audit Manager	
Grant Manager	
Project Assistant	
Community Development Planner I	
Project Assistant	
Clerical Staff	

Also identify any estimated costs that may be incurred by the District in a table or other format including:

1. **EXPENSES**

Indicate any reimbursable expenses and their rates.

2. **OTHER REQUIRED POSITIONS**

Applicants may include other positions, with hourly rates and attach a job description for each position.

## **RIGHTS TO SUBMITTED MATERIAL**

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under North Carolina Law) shall become the property of the District when received and the entire proposal shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by North Carolina Law and marked in bold "Confidential."

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposal.

## **FINAL SELECTION**

A team, comprised of District staff, will be responsible for the proposal evaluations. This team, in accordance with the criteria listed above, will evaluate all proposals received as specified. The District team members, in applying the major criteria to the proposals, may consider additional sub- criteria beyond those listed, as may come to light through the review of the various proposals.

During the evaluation period, the District reserves the right to interview the top selected firms or all the responding firms. The District's final selection will be the firm which, in the District's opinion, is the most responsive and responsible, meets the District's requirements in providing this service, and is in the District's best overall interest. The District maintains the sole and exclusive right to evaluate the merits of the proposals received.

Proposed costs quoted must be held firm for 90 days after the RFP is due. The District reserves the right to make an award without further discussion of the proposal submitted. The District shall not be bound or in any way obligated until both parties have executed a contract. The District also reserves the right to delay the award of a contract or to not award a contract. The RFP may be awarded by individual task or total proposal, whichever is most advantageous to the District.

The general conditions and specifications of the RFP and the selected proposal, as amended by agreement between the District and the Contractor including e-mail or written correspondence relative to the RFP, may become part of the contract documents.

PROPOSAL CERTIFICATION

**Proposers Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

By Signing above, I Certify that I have carefully read and fully understand the information contained in this RFP; and that I have the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted and have the authority to sign Proposal on behalf of my organization. It is the offeror's responsibility to assure that all addenda have been reviewed prior to proposal submission.

BY (Printed): \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

*The proposer supplies the information recorded below for use in the preparation of the contract documents, in event of contract award:*

**1. Please indicate type of business organization:**

(a) Proprietorship \_\_\_\_\_

(b) Partnership \_\_\_\_\_

(c) Corporation \_\_\_\_\_

(d) Limited Liability Co. \_\_\_\_\_

**2. If business is a Corporation, please answer the following questions:**

Firm is incorporated in what state? \_\_\_\_\_

If firm is a foreign corporation, does firm have a certificate of authority from the North Carolina Secretary of State? \_\_\_\_\_

**3. If business is a Partnership, please answer the following:**

Name in full or all general partners and addresses: \_\_\_\_\_

Is this a limited or general partnership? \_\_\_\_\_

If a limited partnership, what is state of registration? \_\_\_\_\_

If business is a foreign limited partnership, does business have a certificate of authority from the North Carolina Secretary of State? Yes/No: \_\_\_\_\_

4. If business is a Proprietorship, please answer the following:

Name of Entity: \_\_\_\_\_

**5. If business is a Limited Liability Company, please answer the following:**

List the names and title of managers or member-managers who will execute the contract on behalf of the company? \_\_\_\_\_

What is state of organization? \_\_\_\_\_

If business is a foreign limited liability company, does business have a certificate of authority from the North Carolina Secretary of State? \_\_\_\_\_

**6. If the company has an assumed name, please answer the following:**

If the business operates under an assumed name, what is the assumed name?

\_\_\_\_\_

Has a certificate of assumed name been filed with the Register of Deeds? \_\_\_\_\_

If so, please provide the recording information:

Register of Deeds: \_\_\_\_\_ Deed Book \_\_\_\_\_ at Page \_\_\_\_\_.