



**REQUEST FOR QUALIFICATIONS**  
**SHORELINE STABILITY STUDY**  
**IN CURRITUCK COUNTY**  
**CURRITUCK, NORTH CAROLINA**

**Proposals must be received no later than April 1 by 2:00 pm.**

**I. Request For Qualifications**

Currituck County hereby requests qualified consultants to submit a Statement of Qualifications (SOQ) and a Technical Proposal (hereafter called Proposal) for professional services for conducting a shoreline stability model to assist the Owner in making informed decision regarding beach management.

The study will be conducted along a 13.69 mile section of coastline stretching from 333 Audobon Dr, Corolla, NC 27927 north to Mile Marker 17. The surveys will be based on 1,000-foot transects and will encompass the entire littoral zone. A survey will occur each year for 3 consecutive years and after a major storm event.

Proposals will be evaluated to determine the Consultant's capability to provide professional services for Shoreline Studies. Submittals made in response to this request for Statement of Qualifications will be reviewed by a committee and ranked based on criteria identified in the Selection Process section of this RFQ. A short-list of firms may be made based on a review of the qualifications and technical proposals. At the discretion of Currituck County, firms may also be interviewed.

## II. Project Background

Currituck County's largest industry is tourism. Tourism is based around the beaches of our Outer Banks. In order to secure the future of this industry, and the investments made in our Outer Banks, Currituck County needs to better understand the changes that are occurring in our beaches. The County feels that a multiyear study of the littoral zone will provide the data to drive informed decisions on shoreline management in the future.

## III. Service Description

1. **Historical data.** The Offeror will research data that demonstrates changes in shoreline based on regular occurrences and major storm impacts.
2. **Topographical Surveys.** The Offeror will use Light Detection and Ranging (LiDAR) to create topographical surveys of the beach and frontal dunes. LiDAR should be completed annually, within 15 days of the original survey, and after any major storm event. The survey will be based on 1,000 foot transects. Topographical surveys will be created for a three years.
3. **Bathymetric surveys.** The Offeror will make bathymetric surveys of the surf zone, sandbars, and the lower foreshore and will encompass the entire littoral zone. Bathymetric surveys should be completed annually, within 15 days of the original survey, and after any major storm event. Bathymetric surveys will be created for three years.
4. **Current Situation Report.** The Offeror will prepare a report after the second and third year studies that show the current condition of the shoreline in the study area.
5. **Modeling.** The Offeror will prepare a model that will show predicted shoreline conditions for a thirty year period. The model will take major storm events into account.
6. **Presentation.** The Offeror will make presentations to staff, elected officials, and citizen groups throughout this process.

## IV. Deliverables

- A yearly report addressing shoreline condition.
- A draft report for County review and comment. Ten (10) copies will be submitted to the County for review.
- Incorporate draft review comments into final report.
- Prepare final draft report for County review and comment. Ten (10) copies will be submitted to the County for review.
- Meet with the County to obtain and discuss review comments.
- Prepare final report incorporating County review comments

## **V. General Description of Proposal Submittal, Evaluation, and Selection Process**

The Owner contemplates that the proposal submittal, evaluation, and selection process will be as follows: The Offeror shall submit a proposal, the contents of which are described in this RFQ. Offeror should carefully follow all the instructions in this RFQ to ensure that its proposals are eligible for consideration. The Owner will review the proposals and evaluate them in accordance with the evaluation criteria established in this RFQ. The Owner may ask the Offeror(s), individually or collectively, for clarifications or further information, may check references and other information, and may meet individually with the Offeror(s). At its discretion the Owner may request oral presentations, or it may base its evaluations on the proposals as submitted and, if deemed necessary, conduct negotiations. The Owner will then decide which Offeror's qualifications best serve the public interest and will take action to enter into an agreement or agreements. Award of the contract will be to the Offeror that submits the best qualifications proposal per the evaluation criteria.

Submittals should be provided in 10 identical copies and include the following items, along with other material to demonstrate Offeror's expertise and capability:

- A brief written description of the Offeror's approach to the project.
- The expertise of the team assembled by Offeror to carry out the work.
- A list of comparable projects undertaken by Offeror and/or team members.
- A copy of at least one shoreline stability model previously created by the Offeror.

## **VI. Criteria to Be Used In Evaluation Proposals**

The evaluation criteria are as follows:

50 points for comparable projects.

25 points for approach to project.

25 points for team member experience.

## **VII. Terms and Conditions of this Request for Qualifications**

The following terms and conditions apply to this RFQ, and by submitting its proposal, the Offeror agrees to them without exception:

Neither this RFQ nor the Owner's consideration of any proposal shall create any contract, express or implied any contractual obligation by the Owner to any Offeror, or any other obligation by the Owner to any Offeror. The Owner makes no promise,

express or implied, regarding whether it will enter into a Service Contract with any Offeror or regarding the manner in which it will consider proposals.

The Owner will not be responsible for any expenses incurred by an Offeror in preparing and submitting a proposal, or in engaging in oral presentations, discussions, or negotiations.

Offeror submitting a proposal in response to this RFQ may be required to make an oral presentation or oral presentations of their proposal to the County at their own expense. The Owner may request the presence of Offeror(s) representative(s) at these presentations. The Owner will schedule the time and location for these presentations. By submitting its proposal, the Offeror agrees to make these representatives reasonably available to the County of Currituck, and acknowledges that the failure to do so may result in the proposal not being considered.

The Owner reserves the right to waive any informality with respect to any proposal submitted in response to this RFQ.

The Owner reserves the right to accept or reject any and all proposals received by reason of this request, in whole or in part, and to negotiate separately in any manner necessary to serve the best interests of the Owner.

Any confidential and proprietary information provided to the Owner by the Offeror pursuant to this RFQ shall be subject to disclosure under the North Carolina Public Records laws.

- A. To prevent the release of any confidential and proprietary information that otherwise could be held in confidence, the Offeror submitting the information must:
  - a. Invoke the exclusion from Public Record Law when the data or materials are submitted to the Owner or before such submission,
  - b. Identify the data and materials for which protection from disclosure is sought, and
  - c. State why the exclusion from disclosure is necessary.
  
- B. The Offeror may request and receive a determination from the Owner as to the anticipated scope of protection prior to submitting the proposal. The Owner is authorized and obligated to protect only confidential proprietary information, and thus will not protect any portion of a proposal from disclosure if the entire proposal has been designated confidential by the

Offeror without reasonably differentiating between the proprietary and non-proprietary information contained therein.

1. The Owner will not discriminate against any Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
2. This RFQ with all attachments and the Offeror's responses may become part of the Service Contract as determined by the Owner.

## **VIII. Instructions to Offeror on Proposal Submission**

### Format for Submittals

- Description of Approach: Up to two pages describing the Offeror's typical approach to projects similar to this one.
- Team Expertise: Brief description of general qualifications, the multidisciplinary nature of the team assembled for this project, specific evidence of relevant experience creating shoreline stability models, and a listing of key personnel that would be available to work on this project.
- Comparable Projects: Summary of shoreline stability models in progress or completed, with the following information for each model:

Reference name, with current contact information

Client type (clarifying role of private sector client, if any)

Size and scale of geographic area

Outcome of the model completed

Proposals must be submitted in sealed envelopes with the words "Shoreline Stability Model Open April 1, 2019" on the face of the envelope. Proposals must be signed in ink by an authorized representative of the Offeror. (Note: Documentation of signature authority shall be provided for both this RFQ response.) Provide one (1) original and two (9) copies of the proposal. The lower left corner of the face of the envelope shall indicate the Offeror's name and title of the proposal. Deliver proposals to the Owner at the following location:

*Assistant County Manager  
County of Currituck  
153 Courthouse Road, Suite 204  
Currituck, North Carolina 27929*

Proposals must be complete when submitted, including a cover sheet and all attachments and in the format specified. Proposals or any amendments to proposals received by the Owner after the closing date and time will not be considered. Actual receipt by the Owner and not the mailing or sending date shall control.

**Written questions and requests for clarification shall be submitted no later than March 5, 2019 at 5:00pm.** To the extent Currituck County determines to respond to questions and requests for clarification, responses and any supplemental instructions will be in the form of a **final written addendum, which if issued, will be emailed to all Offerors holding this RFQ not later than March 8, 2019 at 5:00 pm.** All addenda shall become part of the RFQ.

**Proposals must be received no later than April 1, 2019 at 2:00 pm.** Requests for extensions of this date will not be granted except by written amendment to the RFQ applicable to all prospective Offerors.

#### Instructions for Proposals

Brevity, clarity, and responsiveness in proposals are encouraged. The inclusion of extraneous information not pertinent to the basic purpose of the RFQ is discouraged.

Technical proposals shall be limited to 50 letter size (unless otherwise expressed in this RFQ), one sided pages, not including cover sheet and tab dividers. All contents of the technical proposal shall be bound in one completed document.

Offerors are encouraged to carefully examine the RFQ for discrepancies, errors, omissions or ambiguities. Any questions concerning the requirements of the RFQ should be directed to Ben Stikeleather, County Managers Office, at 252-232-6058 or email (preferred) at [ben.stikeleather@currituckcountync.gov](mailto:ben.stikeleather@currituckcountync.gov).

The information required by this RFQ must be complete and the Offeror's submittal must "stand-alone".

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made the \_\_\_ day of \_\_\_\_\_, 20\_\_ between the **County of Currituck** (hereinafter “County”) and \_\_\_\_\_ [Contractor], (hereinafter “Contractor”).

### RECITALS

County is a body corporate and politic of the State of North Carolina with the duties and powers set forth in Chapter 153A of the North Carolina General Statutes.

Contractor represents that it is duly qualified to perform business, and otherwise to transact business in North Carolina.

IT IS THEREFORE AGREED as follows:

1. Scope of Work. Contractor agrees to perform the following services for County: (hereinafter “the Services”).

2. Compensation. Contractor will be paid for its Services by County as follows:

3. Contractor’s Freedom to Contract. Contractor may employ assistants at its sole expense and discretion as may be necessary to fulfill Contractor’s obligations under this Agreement. Contractor agrees that anyone to whom it delegates any or all of the Services called for by this contract will be competent, qualified and capable of performing the work without any supervision, contact or assistance by County’s employees. Any such assistant will be employed only by Contractor, and will not be an employee of the County while performing services under this contract.

4. Expenses. County shall not be liable to Contractor for any expenses which Contractor incurs, nor shall Contractor be liable to County for office help or expenses. Contractor

shall have no authority to bind County by any promise or representation, unless specifically authorized by the County Manager in writing to do so.

5. Term. This Agreement may be terminated by either party at any time upon written notice to the other party. Upon the termination of this Agreement, Contractor shall prepare and provide to County a list of all pending unfinished business involving Contractor. Contracted Services under the terms of this agreement shall terminate upon completion of the Services which shall in no event for completion of the Services.

6. Nature of Relationship. Contractor understands that it is an independent contractor and is not an employee, subcontractor, agent, servant, partner nor joint venturer of County. Contractor understands that it has the right to use its best judgment and efforts to fulfill the terms and obligations of this Agreement. Contractor further understands and acknowledges the following:

- a. That it will receive no compensation other than as outlined in this Agreement and is not subject to nor eligible for any benefits which may be offered by County to its employees, such as vacation pay, sick leave, insurance coverage or retirement plan participation.
- b. Its Services provided in accordance with this Agreement are an independent calling or occupation.
- c. Contractor is expected to use its own skill, judgment and expertise to fulfill the obligations of this Agreement, and is not supervised, directed or controlled by County as to the means or methods it should employ.
- d. Contract is not required to perform tasks in any particular order or sequence.

- e. Contractor needs no training from County as to how to fulfill its duties and responsibilities.
- f. Contractor may determine its own daily schedule and those of its own employees or servants without prior approval of County.
- g. Contractor is not required to devote any particular percentage of its time or resources to perform the Services required hereunder.
- h. Contractor furnishes its own equipment and supplies and is expected to maintain its business office somewhere other than at the County's office.
- i. To the extent Contractor must procure or maintain any insurance, license, certification or trade membership, it must do so at its own cost.
- j. This Agreement shall not prevent Contractor from performing other services for other parties. Contractor may engage in other business endeavors or projects of any kind or nature.

7. Taxes. Contractor assumes exclusive liability for payment of all federal, state or other governmental division taxes and contributions for social security, Medicare/Medicaid, etc., now or hereafter required, incurred or assessed by law. Contractors providing equipment, materials, parts or supplies shall provide a breakdown of labor, materials, parts or supplies and sales tax by County or a sales tax report approved by the County Finance Department with the invoice. Contractor agrees to indemnify and hold harmless the County from any claims for taxes as described in this Section.

8. Insurance. Contractor understands and agrees that neither it nor its employees are subject to workers' compensation or general liability coverage maintained by the County for its employees. Contractor agrees to procure and maintain workers' compensation insurance coverage

for the benefit of contractor's employees or subcontractors and to procure general liability insurance listing the County as an additional insured at all times relevant to this Agreement. Contractor shall provide to County a valid and current certificate of workers' compensation and general liability insurance listing the County of Currituck as an additional insured. In the event Contractor shall fail at any time to have in force and effect insurance as required by this Section, Contractor agrees to indemnify and hold harmless County for (1) any premium paid by County to maintain insurance coverage applicable to Contractor and/or its employees or subcontractors; (2) any worker's compensation benefits paid by County as a result of Contractor's failure to comply with this Section; and (3) any amounts paid by County for general liability claims as a result of Contractor's failure to comply with this Section.

If the contractor has less than three (3) employees and is not required to provide Worker's Compensation by the State of North Carolina initial here: \_\_\_\_\_

Independent Contractor carries and will provide County with a Certificate of Insurance for:

Workers' Compensation      \_\_\_\_\_ Yes      \_\_\_\_\_ No

General Liability              \_\_\_\_\_ Yes      \_\_\_\_\_ No

9.      Indemnity. Contractor shall and does hereby agree to indemnify, save harmless and defend County from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damage to property caused by Contractor, its employees, agents or subcontractors in any way attributable to the performance of the Services, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to person or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, costs

of investigation and of defense. It is the intention of this paragraph to hold the Contractor responsible for the payment of any and all claims, suits, or liens, of any nature and character, in any way attributable to or asserted against County or against Contractor and County, or which the County may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of County and/or the sole negligence of County's employees, agents or servants, then and only then, Contractor shall not be liable under the provisions of this paragraph.

10. Arbitration. Any controversy or claim arising out of, or relating to this Agreement, or its breach, shall be settled by arbitration in Currituck County, North Carolina in accordance with the provisions of the North Carolina Revised Uniform Arbitration Act, (the "Act"). The parties to this Agreement understand that this arbitration provision shall expressly apply to this Agreement in accordance with the Act. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.

11. E-Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

12. Iran Divestment. Contractor certifies that, as of the date listed above, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. §147-86.58. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. §147-86.58, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

13. Notices. Any notice, request or report given by one party to the other shall be in writing, deposited in the United States Mail (postage prepaid) or hand delivered and properly addressed as follows:

If the notice is to County:

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If the notice is to Contractor:

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14. Non-Waiver. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to County, its governing board or employees.

15. Headings. The headings, subheadings and captions in this Agreement and in any exhibit hereto are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

16. Amendments. This Agreement may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.

17. Complete Agreement. This Agreement constitutes the entire Agreement between County and Contractor pertaining to its subject matter and supersedes all prior and contemporaneous negotiations, agreements and understandings of either or both parties in connection therewith.

18. Governing Law. The validity, interpretation and performance of this Agreement and of its provisions shall be governed by the laws of the State of North Carolina.

The undersigned have read the entire Agreement and accept the terms and conditions as shown by their signatures below.

ATTEST:

COUNTY OF CURRITUCK

By: \_\_\_\_\_  
Clerk to the Board of Commissioners

By: \_\_\_\_\_(SEAL)

Attest:

NAME OF CORPORATION

By: \_\_\_\_\_  
Mary Doe, Secretary  
or  
Vice President/Secretary/Treasurer

By: \_\_\_\_\_(SEAL)  
John Doe, President

(Affix Corporate Seal)

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This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Sandra Hill  
Finance Officer