



Town of Nags Head

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Nags Head, North Carolina 27959
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TOWN OF NAGS HEAD
c/o CLIFF OGBURN, TOWN MANAGER
NAGS HEAD, NORTH CAROLINA

PROFESSIONAL SERVICES FOR THE TOWN OF NAGS HEAD BEACH RENOURISHMENT PROJECT

ADVERTISEMENT FOR REQUEST FOR QUALIFICATIONS

Qualifications from qualified coastal engineering/environmental firm(s) or team(s) for the provision of professional engineering consulting services for a **BEACH RENOURISHMENT PROJECT** will be received by the **TOWN OF NAGS HEAD** at the **OFFICE OF THE TOWN CLERK** located at **5401 S. CROATAN HWY., NAGS HEAD NORTH CAROLINA**, until **2:00 PM** local time on **MARCH 22, 2016**.

The Issuing Office for the Bidding Documents is: **TOWN OF NAGS HEAD DEPARTMENT OF PUBLIC WORKS, 2200 LARK AVE, NAGS HEAD, NC, 27959, (P) 252.441.1122. THE POINT OF CONTACT FOR THIS PROJECT IS DAVID RYAN, PE, PROJECT COORDINATOR FOR THE TOWN OF NAGS HEAD, email address DAVID.RYAN@NAGSHEADNC.GOV.** Prospective offerors may examine the Request for Qualification Documents at the Issuing Office on Mondays through Fridays between the hours of **8:30 am and 3:30 pm** and may obtain printed copies of the Bidding Documents from the Issuing Office as described above.

Prior to submitting the Professional Qualifications, interested parties shall obtain a copy of the complete package entitled, "Request for Qualifications for Professional Services for the Town of Nags Head Beach Renourishment Project," dated February 5, 2016 from the issuing office. At that time, the requesting party shall furnish the Town with a Point of Contact, mailing address, e-mail address, and phone number.

Hard copies and electronic copies, as portable document format (PDF) files, of the Documents shall be made available, upon request from the Issuing Office.

Late Qualifications received after the aforementioned deadline date, either by mail or otherwise, will not be considered and returned unopened. The time of receipt will be determined by the time received in the Town Clerk's office. No faxed, electronic, or oral qualifications will be accepted.

Submittals are subject to the conditions specified in the Request for Qualifications documents and any addenda that may be issued.

This the 5th day of February, 2016.

+ + END OF ADVERTISEMENT FOR BIDS + +

TOWN OF NAGS HEAD
5401 S. CROATAN HWY.
P.O. BOX 99
NAGS HEAD, NC 27959
252-441-5508
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**Request for Qualifications
for Professional Services for the
Town of Nags Head Beach
Renourishment Project**

February 5, 2016

**Submittal deadline:
March 22, 2016 2:00 PM, Local Time**



Town of Nags Head
Department of Public Works
PO Box 99 | 2200 Lark Ave.
Nags Head, NC 27959
P: 252.441.6221 | F: 252.441.3350
www.nagsheadnc.gov

SECTION I - GENERAL INFORMATION FOR CONSULTANT(S)

A. OVERVIEW:

The Town of Nags Head is requesting qualifications from a qualified coastal engineering/environmental firm(s) or team(s) for the provision of professional engineering consulting services of a planned beach renourishment project scheduled to commence in the summer of 2018. The project will supplement Nags Heads' 2011 initial beach nourishment project which placed 4.6 million cubic yards of beach quality sand along approximately 10 miles of oceanfront, beginning approximately ~ 1 mile from the Town's northern limit, near the Bonnett St. public beach access, extending south to the town line adjacent to the Cape Hatteras National Seashore. It is anticipated that short and long term planning for the existing beach nourishment project area will be required to be supplemented and enhanced, as required. Consideration may also be given to an expansion of the project limits for design reinforcement. The Town will require assistance with the necessary services to be provided to obtain state and federal permits, geotechnical analysis, environmental documentation, coastal engineering services, project cost analysis, development of plans and specifications, bidding and contractor(s) selection and construction administration and oversight. This Request for Qualifications summarizes this and other background information in addition to the general long-term approach the Town desires to take regarding shoreline management. A description of the requested information with which to develop a qualified submittal has been provided herein.

All interested firms must respond by making their submittal by 2:00 p.m. on March 22, 2016 at the Office of the Town Clerk, Nags Head Town Hall, 5401 S. Croatan Highway, Nags Head, North Carolina 27959. Late submittals will be considered non-responsive and therefore not included in the review process.

B. BACKGROUND:

The Town of Nags Head is located along North Carolina's Outer Banks, a chain of barrier islands situated along the Atlantic Ocean and serves as a major tourist destination in Dare County, North Carolina. The town is located in the northeastern portion of North Carolina, 3-½ hours east of Raleigh and approximately 2 hours south of Norfolk and Virginia Beach, Virginia. The town is 4,300 acres in size with a population of approximately 3,000 year-round and 20,000 during the summer season. Within the Town of Nags Head there are approximately 11.29 miles of oceanfront shoreline stretching from Eighth Street, which defines the northern territorial limits, to the southern municipal boundary adjacent to the Cape Hatteras National Seashore. The Town is bordered to the east by the Atlantic Ocean and the Roanoke Sound to the west.

This area is in constant flux due to the action of wind, waves, tides, and storms and includes the wet sand area of the beach (the "wet sand beach") that is subject to regular flooding by tides and the dry sand area of the beach (the "dry sand beach") that is subject to occasional flooding by tides, including wind tides and those forces resulting from hurricane or tropical storm events. Natural indicators of the landward extent of the ocean beaches include, but are not limited to, the first line of stable and natural vegetation; the toe of the frontal dune; and the storm trash line.

Due to its location, Nags Head has sustained chronic erosion over the past 50 years due to storm and sand losses. Erosion rates ranging from 2 feet per year (ft/yr) to upward of 10 ft/yr (NCDENR 1998,2004) have forced abandonment of property and left numerous structures with little or no dune protection. The Town is exposed to high wave energy during storm events (particularly hurricanes and northeasters) which are common in the fall and winter. Net sand transport is predominately southerly with erosion rates increasing from north to south, especially in South Nags Head.

In 2005, The Town of Nags Head began the process of formally investigating a beach nourishment project to protect the beaches within the Town's boundaries. Based upon initial studies that were performed by Coastal Science and Engineering, (CSE), the Town's preferred alternative included the placement of sand along the beach and "advance" the shoreline between 50' and 125' from the existing dry beach. In 2011, these planning efforts resulted in the placement of approximately 4.6 million cubic yards of beach quality sediment placement from off-shore borrow areas with material pumped onto the beach between the toe of the existing dune and low waterline. Original beach restoration project estimates indicate a replenishment interval of ten years for

supplemental sand replacement(s).

Construction funding for the Federal Dare County Hurricane Protection and Beach Erosion Control Project has never been appropriated resulting in a locally funded only project through the Dare County Nourishment Fund and the implementation of a Municipal Service District and Town-wide tax increase. It is anticipated that a similar funding approach will be utilized for future maintenance efforts.

In accordance with federal and state required environmental permitting requirements, the Town has conducted an annual monitoring program to include topographic and hydrographic surveys in addition to benthic organisms. In accordance with FEMA Publication 321, a maintenance program involving periodic renourishment of sand must be established and adhered to by the Town of Nags Head to qualify for FEMA assistance. The initial beach nourishment consulting engineer, Coastal Science & Engineering, had determined an average annual sand loss of 275,000 cy/yr. This calculation has been used to develop guidelines to determine thresholds for future maintenance efforts which are as follows;

- The town will renourish the beach every 6 years, unless ~50% or more of the initial nourishment sand remains on the beach and within the project boundaries calculated to 19 ft NGVD
- If 50% or more of the sand remains on the beach at 6 years post initial project, then renourishment would commence when 50% or more is lost.

It is the desire of the Town to obtain the services from the successful Consultant(s) that demonstrate a high level of expertise in State and Federal requirements, procedures and processes. The successful Consultant(s) will also represent that its services and monitoring activities, as approved by the Town, will be performed and documented in compliance with state and federal requirements. Consultant(s) submitting for the Request for Qualifications shall provide representations and certifications as to its expertise and experience with state and federal guidelines with its qualifications response.

All rights and ownership of the work completed during the performance of the contract shall become the sole property of the Town of Nags Head without future usage restrictions of any kind.

B. ISSUING OFFICE:

Town of Nags Head
Town Clerk
Town Hall
5401 S. Croatan Highway
Nags Head, North Carolina 27959
Telephone (252) 449-2009
Fax (252) 441-4680

C. CONTACT FOR INFORMATION:

Public Works Project Coordinator
Town of Nags Head Town Hall
5401 S. Croatan Hwy.
Nags Head, North Carolina 27959
Telephone (252) 441-6221
FAX (252) 441-0776
FAX is for questions only, not submission of Request for Qualifications.
Email: david.ryan@nagsheadnc.gov

D. DEADLINE:

Receipt of Request for Qualifications: 2:00 P.M., March 22, 2016
Request for Qualifications will not be accepted or considered after 2:00 P.M. on the closing date. Request for Qualifications received after the submission deadline will be returned unopened.

E. QUESTIONS AND ADDENDA:

Consultant(s) shall carefully examine this Request for Qualification (RFQ) and any addenda. Consultant(s) should seek clarification of any ambiguity, conflict, omission or other error in this Request for Qualification in writing. Questions should be addressed to the Public Works Project Coordinator. If the answer materially affects the Request for Qualification, the information will be incorporated into an addendum and distributed to Consultant(s). Discussions with other Town employees or officials during the solicitation and evaluation period are inappropriate. Therefore, Consultant(s) shall not contact any other Town employees or officials regarding this Request for Qualification during the period of solicitation and evaluation. Oral comments do not form a part of this Request for Qualification.

F. CHANGES IN THE REQUEST FOR QUALIFICATIONS:

Any changes made in this Request for Qualifications will be posted and distributed to Consultant(s) of record. Any and all addenda will be numbered in sequence, dated as of the date of issue, posted and distributed via fax, e-mail or U.S. Mail.

G. QUALIFICATION PREPARATION GUIDANCE:

Request for Qualifications should be prepared simply and economically, providing a straightforward, concise delineation of the capabilities of their offering.

H. REQUEST FOR QUALIFICATION SUBMISSION:

All Request for Qualifications must be received in an appropriately marked and sealed envelope or package in the Office of the Town Clerk, Nags Head Town Hall, 5401 S. Croatan Highway, Nags Head, North Carolina 27959 prior to March 22, 2016, 2:00 P.M. local time. Request for Qualifications in the form of telegrams, telephone calls, facsimiles or telex messages will not be accepted. Each Request for Qualification shall be signed by an official authorized to bind the Consultant(s) and shall contain a statement that the Request for Qualification is firm for the one hundred twenty (120) days immediately following the date of submission of the sealed Request for Qualifications. At the end of the 120-day period, the Request for Qualification may be withdrawn at the written request of the Consultant(s). If the Request for Qualification is not withdrawn, it will remain in effect until an award is made or the solicitation is canceled.

Ten (10) copies of each Request for Qualification (RFQ) must be supplied, although single copies of particular exhibits may accompany the submission. Each submission shall also provide the following information:

1. The name of every company bearing an interest in the proposed services;
2. The name, title, address, and telephone number of individuals with authority to contractually bind the Consultant(s); and
3. A designated person(s) who can be contacted for information during the period of evaluation and for prompt contract administration upon award of the contract. This information shall include the person's name, title, address, and telephone number.

The signer of the Request for Qualifications must declare that all persons, companies or parties interested in the contract as principals are named therein; that the submission is made without collusion with any other person, persons, company or parties submitting a Request for Qualifications; that it is in all respects fair and in good faith without collusion or fraud; and that the signer of the Request for Qualification has authority to contractually bind the Consultant(s).

I. AWARD:

Award will be made to the Consultant(s) whose submission is determined to be most advantageous to the Town, taking into consideration the evaluation factors set forth in Section IV, "Criteria for Qualification Evaluations."

J. DISPOSITION OF SUBMITTALS:

All materials submitted in response to this Request for Qualifications will become the property of the Town. One (1) copy of each submission shall be retained for official files and will become a public record after the

award and open to public inspection. It is understood that the Request for Qualifications will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section I.K, "Disclosure."

K. DISCLOSURE:

In compliance with North Carolina General Statutes (NCGS) § 143-52, trade secrets or proprietary information submitted by a Consultant(s) in connection with a procurement shall not be subject to public disclosure under the North Carolina Freedom of Information Act; however, the Consultant(s) must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all inclusive statement that the entire Request for Qualification is proprietary is unacceptable and will be disregarded. A statement that costs are to be protected is unacceptable and will not be honored.

L. COST INCURRED IN RESPONDING:

This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of Request for Qualifications or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

M. PRIME CONSULTANT(S) RESPONSIBILITIES:

Consultant(s) may propose services that are provided by others, but any services proposed must meet all of the requirements of this Request for Qualifications. If the successful Consultant(s) Request for Qualification includes services provided by others, the lead Consultant will be required to act as the prime Consultant for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The successful Consultant will be considered the sole point of contact with regard to all stipulations, meeting of all requirements of this Request for Qualifications.

N. LAWS AND REGULATIONS:

This procurement shall be governed by the NCGS and the Code of the Town of Nags Head. Venue shall be in Nags Head, North Carolina.

O. ANTI-COLLUSION STATEMENT:

Collusion or restraint of free competition, direct or indirect, is prohibited. Consultant(s) are required to execute and submit the anti-collusion statement. See Attachment 1.

P. NONDISCRIMINATION:

The successful Consultant(s) agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, religion, age or disability. The successful Consultant(s) shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, sex, religion, age or disability. A statement to this effect will be incorporated into any contract awarded. See Attachment 2.

Q. WORK SPACE AND SUPPLIES:

The Town does not anticipate providing any work space or equipment to the successful Consultant(s). Consultant(s) must also provide any general supplies needed to perform the work related to this Request for Qualifications.

R. TERM:

The proposed agreement term shall be for time required to complete the described Scope of Work. The Town reserves the exclusive option to renew the contract for annual maintenance and monitoring for agreed upon terms, conditions and rates.

S. EQUAL OPPORTUNITY BUSINESS DEVELOPMENT:

It is the policy of the Town of Nags Head to facilitate the establishment, preservation, and strengthening of

small businesses and businesses owned by women and minorities and to encourage their participation in the Town's procurement activities. Toward that end, the Town encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through subcontracting, partnerships, joint ventures, and other contractual opportunities. All Consultant(s) are requested to include a statement in its response to this RFQ to describe any planned use of such businesses in fulfilling this contract.

T. NAGS HEAD BUSINESSES:

It is the policy of the Town to support Nags Head businesses and workforce development and it encourages companies with corporate offices in Nags Head and which employ Nags Head residents to compete for Town contracts. Consultant(s) are asked, as part of their submission, to advise of their Nags Head location and detail their employment of Nags Head residents.

U. INDEMNIFICATION AND INSURANCE REQUIREMENTS

INSURANCE AND INDEMNIFICATION REQUIREMENTS:

1. The Consultant(s) shall defend, indemnify, and hold harmless the Town, its officers, employees, agents, and representatives from any and all liability or loss of any nature whatsoever arising out of or relating to the Consultant(s) operations under the Scope of Services and any contract entered into including, without limiting the generality of the foregoing coverage, any act or omission of the Consultant(s), its agents, servants, employees, or invitees in the execution of performance of said contract.

2. The Consultant(s) shall maintain Commercial General Liability and Insurance against any and all claims and losses arising out of the operation of the contract and the operations covered therein. This insurance shall be obtained from a company authorized to do business in the state of North Carolina and shall include the Town of Nags Head, its officers, employees, agents, and representatives as additional insured with no less than the following minimum policy limits:

Commercial General Liability: \$1 million Combined Single Limits (CSL) covering bodily injury and property damages; or

Commercial General Liability: \$1 million Bodily Injury and \$200,000 per occurrence; \$1 million aggregate.

3. The Consultant(s) shall at its own cost and expense maintain Worker's Compensation Insurance as required by the Code of the State of North Carolina covering each of the persons employed by it in the operation of this contract and keep the insurance in force during the term of this contract. In the event that the Consultant(s) is not required by North Carolina General Statutes to maintain Workers' Compensation insurance, the Consultant(s) shall maintain Employers' Liability coverage with limits of at least \$1,000,000 per occurrence/aggregate.

4. All policies are to be kept in force during the term of the contract and the certificates. All insurance policies shall be in a form and content satisfactory to the Town, with copies of certificates and endorsements being submitted to the office of the Public Information Officer for review.

5. CERTIFICATE OF INSURANCE:

The successful Consultant(s) shall furnish the TOWN, upon agreement, with two (2) copies of a certificate of insurance evidencing policies required in the paragraphs above. Such certificate shall specifically indicate that the Public Liability Insurance includes all extensions of coverage required above. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this contract, the Successful Consultant(s) shall furnish a certificate of insurance evidencing renewal of such coverage to the TOWN. The certificates of insurance shall be required in advance of the

contract execution.

6. **INSURANCE COMPANY AND AGENT:**

All insurance policies herein required of the successful Consultant(s) shall be written by a company duly authorized by Federal or State law and licensed to do business in the State of North Carolina and be executed by some agent thereof duly licensed as an agent in said state.

SECTION II - SCOPE OF WORK

BACKGROUND:

Utilizing available information, the Consultant(s) will be required to review the existing permitting, reports, an existing data collected for the first Town of Nags Head nourishment project. This will entail a complete assessment of the prior work, an evaluation of beach health indicators and a review concerning the strengths and weaknesses and development/refinement of a master shoreline management plan and beach preservation program, (i.e. Beach Maintenance and Monitoring Plan). Additionally the assessment should also incorporate contingencies such as emergency, post-storm beach fill projects into the analysis and environmental documentation.

This work should be programmatic in nature with the master document identifying all the impacts (short and long-term, cumulative) and offsetting measures. These activities could encompass dredging with concurrent beach disposal, beneficial use projects, FEMA replacement projects, etc.

The Consultant(s) shall be familiar with and experienced in conducting shoreline and wave modeling procedures and analyzing accretion and erosion trends for the project's design and acquisition of project permits. The Consultant(s) should have the knowledge and experience in designing and processing federally authorized beach nourishment projects. The Consultant(s) should have the knowledge and experience to create a new project design, or to modify, the existing design and provide construction administration services as required. Further, the Consultant(s) should have experience with and be prepared to assist the Town in addressing emergency situations.

The proposed scope of work is concentrated within the existing nourished project area and may be expanded as deemed necessary. The summary of the proposed scope of work presented in this Request for Qualification should not be construed as absolute, and can be modified subsequent to consultation with the selected firm. Work may include, but not be limited to the following;

Design and Planning

During the design and planning phase, the Consultant(s) shall provide design and planning services that include, but are not limited to:

- A. Scheduling and attendance at meetings with state and federal representatives and/or agencies to review the proposed project and determine issues to be addressed in the permitting application documents.
- B. Preparation of a project synopsis, computation of anticipated dredge and fill volumes, excavation and reclamation areas and a description of the construction methodology.
- C. Obtain, collect and analyze existing data and conduct supplemental field investigations to comply with state and federal guidelines including, but not limited to, the following;
 - a. Geotechnical surveys and data to comply with state and federal compatibility standards.
 - b. Environmental surveys and data for analysis, review and reporting
 - c. Engineering data and reports including tidal analysis and hydro-dynamic modeling determining changes to the tidal regime.

This work will be concentrated within the existing project area and may be expanded to achieve project goals as determined by the Town.

- D. Review and analysis of the existing Town's Beach Monitoring and Maintenance Plan. Recommendations for refinements to the existing plan shall address the following for a minimum of

- a 30-year plan period;
 - a. Monitoring protocols and systematic condition surveys, including use of innovative technologies available for data acquisition, and in accordance with FEMA requirements for disaster assistance.
 - b. Annualized erosion rates
 - c. Anticipated nourishment intervals
 - d. Existing and potential borrow sources
 - e. Feasibility level project life cycle cost estimates
 - f. Annual funding requirements
 - g. Schedule of supplemental investigations and permitting
 - h. Integrated dune enhancement and management plan
 - i. Investigation and feasibility of conducting concurrent operations, or portions thereof, with maintenance work performed by adjoining municipalities
 - j. Recommendations for the implementation of interim management measures in between scheduled nourishment maintenance events resulting from significant storm damage.
- E. Provide technical criteria, written descriptions and design data, drawings and completed applications forms for filing applications to secure necessary permits from federal and state agencies that have jurisdiction to approve the design of the project and assisting the Town in consultations with appropriate authorities to obtain the required permits and approvals.
- F. Prepare permit drawings, vicinity map, project plan and profile, beach fill sections, and pertinent technical data.
- G. Integration of a dune management and enhancement program into the beach fill system design.
- H. Preparation of bid documents, including technical specifications, quantity summary, Engineer's opinion of probable cost of construction and related design documents.
- I. Town meeting attendance and presentations.
- J. Preparation of miscellaneous supporting materials (public advertisements, easement assistance, funding assistance, etc.), as required.
- K. Liaison and correspondence with regulatory agencies and preparation of comments and responses.
- L. As required, the Consultant(s) shall provide additional assistance to the Town in coordinating with governmental or other agencies or the public. Such services may include attendance at meeting, review of materials, preparation of studies or other items related to beach nourishment project or educational reference material. Services may also include funding assistance for beach nourishment, dune management or restoration, mitigation, monitoring surveys and studies and other services related to the project and the operation and maintenance of the constructed beach.
- M. The Consultant(s) may be required to preconstruction condition hydrographic and topographic surveys to be used in the evaluation of erosional trends, hot spot identification, shoreline and volumetric computations, as needed for project processing. Aerial photography may be required, concurrent with the surveying, to document existing conditions. Survey work may also be required, with coastal evaluation and in response to emergencies created by storm activity.
- N. The Consultant(s) may be asked to provide professional services related to pre and post storm damage assessments requested by state and federal agencies and the preparation of documentation of required to obtain funding assistance following storm declarations by state and federal entities including the Federal Emergency Management Agency.

Bidding and Negotiating

During the bidding and negotiating phase, the Consultant(s) shall provide bidding and negotiating services that include, but are not limited to:

- A. Consultant(s) will assist the Town in advertising and obtaining bids for construction, materials, equipment, and services necessary to complete the project in accordance with the contract documents.
- B. Advise and consult with Town staff as to acceptability of Contractors(s), subcontractor(s), suppliers, etc. to determine capabilities for performance of work outlined in the contract documents.
- C. Advise and consult the Town as to means, materials and methods proposed by the Contractor(s)

for the performance of work outlined in the contract documents.

- D. Assist the Town in assembling, awarding and initiating the project construction contract for the performance of work outlined in the contract documents.

Construction Phase Services

During the construction phase, the Consultant(s) shall provide construction services that include, but are not limited to:

- A. Monitor the mobilization and demobilization of equipment to and from the project area.
- B. Conduct site visits and observations of construction at an interval deemed appropriate by both parties.
- C. Construction stakeout surveys, as required.
- D. Review construction for compliance with project specifications.
- E. Review and evaluate shop drawings, change orders, determine acceptability of substitutes, issue interpretations and clarifications.
- F. Assist the Town in the processing of Contractor(s) Applications for Payment.
- G. Conduct necessary surveys, monitoring and testing documenting construction record conditions and results of the project and compliance with permit conditions.
- H. Prepare a final report summarizing the results for presentation to the Town.
- I. Advise and consult the Town as to means, materials and methods proposed by the Contractor(s) for the performance of work outlined in the contract documents.
- J. Assist the Town in assembling, awarding and initiating the project construction contract for the performance of work outlined in the contract documents.
- K. Consultant(s) shall provide engineering construction services to inspect construction of beach fill, environmental habitat and other facilities, features or factors related to the beach nourishment project and permit requirements.
- O. Consultant(s) may be required to provide coordination with agencies and interact with the public on beach nourishment issues

Additional Services

Special circumstances may require the Consultant(s) to provide unforeseen professional services for activities in the areas of, but not limited to; marine and coastal engineering, marine biology, geotechnical engineering, marine geology, and coastal and hydrographic surveys.

The Town of Nags Head reserves the right to include/exclude additional services as required.

SECTION III - INFORMATION REQUIRED FROM CONSULTANT(S) IN QUALIFICATIONS

In order for your firm's submission to be considered responsive, it must include the following and be limited to not more than 10 pages, not including any appendices:

1. A brief introduction of the team (internal or external to your firm) responsible to complete the scope of services required – predominately engineering design and environmental coordination/permitting. This introduction should include : company(s) background, a list of key personnel with appropriate coastal engineering, geological, biological and environmental experience with similar projects, including personnel that will interact with Town staff and resource agencies; and a list with an abbreviated summary of relevant project experience that your firm(s) has, minimum of (5) five projects.
2. The general approach your firm would employ to:
 - A. Development of a long range Master Shoreline Management Plan and Beach Preservation Program (i.e. Beach Maintenance and Monitoring Plan); and,
 - B. Develop benchmarks and nourishment triggers understanding the dynamics that exist along the Outer Banks. Your firm should discuss planform design and extents, sand sources envisioned,

erosion rates, methodologies for construction and maintenance and provide a loose chronology of beach nourishment events. This information will be used to ascertain your firm's understanding of an effective and efficient approach for the nourishment project.

All Consultant(s) should address each of the above areas fully and should not necessarily limit responses only to the points stated.

SECTION IV - CRITERIA FOR REQUEST FOR QUALIFICATION EVALUATIONS

Qualifications will be solicited from all firms who wish to be considered for this project. Qualifications submitted by the deadline will be reviewed and evaluated by an Evaluation Committee comprised of representatives from the Town which will evaluate all Request for Qualifications received. Selection of the Consultant(s) will be based on the following criteria:

- A. The successful Consultant(s) must demonstrate a particular knowledge of all applicable policy and procedures, standard operating procedures, interim policy guidance and state and federal provisions for successfully implementing the beach nourishment project as outlined in Section III. The proposer must be able to perform the work scope and practices of the described professional services including but not limited to engineer(s), surveyor(s), and other sub-Consultant(s) used in the scope of work undertaken by project participants.
- B. The Consultant(s) must demonstrate a proven ability to review, make recommendations, and provide the requested data as outlined in the SCOPE of SERVICES for permitting necessary for beach nourishment projects as required by state and local rules and regulations.
- C. The Consultant(s) must have a demonstrated technical ability to evaluate the described project for feasibility to construction, operate and maintain, relative to cost effectiveness/cost reasonableness.
- D. The Consultant(s) must have a demonstrated ability to provide guidance and consultation to local government officials and others involved in the decision-making process for the establishment of sound practices which will affect the time, consistency, and organization of the jurisdiction(s) process.
- E. The Consultant(s) shall demonstrate the ability to perform the desired services in an acceptable time frame and within financial constraints.
- F. The Consultant(s) approach to the scope of services.

The following factors will be considered critical in the evaluation of the Request for Qualifications prepared in response to this announcement (maximum 100 points available):

- 1. Specific Related Experience of Project Team Members -- 35 points
 - 2. Performance and Reputation of Participating Firm(s) -- 25 points
 - 3. Team Capacity/Staff Availability -- 25 points
 - 4. Project Scheduling -- 15 points
- G. Qualifications will be reviewed by the Evaluation Committee and a selection made based upon the most qualified competitor, subject to negotiation of fair and reasonable compensation. If efforts to negotiate a fair and reasonable fee are unsuccessful with the most qualified firm(s), negotiations will cease with that firm and begin with the second ranked firm. If the Town is unable to negotiate a satisfactory agreement with either of the firms, the Town will select additional firms in order of their competence and qualifications and continue negotiations until a satisfactory agreement has been reached and approved by the Town.

SECTION V – GENERAL CONTRACTUAL CONDITIONS

- A. The selected firm shall certify that it has no knowledge of any circumstances which will cause a conflict of interest in providing professional services; and that no contingent fees have been paid for soliciting or securing this contract.
- B. The Town of Nags Head shall select the Request for Qualification that ranks highest according to qualitative criteria set forth in the RFQ and local federal procurement policies.
- C. Each firm or individual submitting a Request for Qualification response shall include a certification that it does not discriminate on the basis of race, creed, color, national origin, sex, religion, age or disability in employment or provision of services.
- D. The selected Consultants(s) shall at its own cost and expense maintain General Liability and Worker's Compensation Insurance as required by the State of North Carolina covering each of the persons employed by it in the operation of this contract and keep the insurance in force during the term of this contract.

The Request for Qualification/interview/selection process and final scope of work (once fully developed) will be completed under the general direction of the Town of Nags Head Board of Commissioners. The Towns Project Coordinator, David Ryan, P.E., will be the primary point of contact for all matters associated with the Request For Qualifications, including questions respondents may have during the process as well as working with the selected firm for preparation of reports and presentations and keep the Board of Commissioners apprised of any developments.

The Town of Nags Head reserves the right to reject any and all submissions, negotiate with the best qualified firm regarding fees and/or scope of services, or postpone the decision for an indefinite period of time.

ANTI-COLLUSION STATEMENT

TO ALL OFFERORS: EXECUTE AND SUBMIT WITH YOUR PROPOSAL.

In the preparation and submission of this proposal on behalf of _____ (name of vendor), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq.; the North Carolina General Statutes Sections 133-24 through 133-31.

The undersigned vendor hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the Town of Nags Head has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

BY: _____
SIGNATURE

COMPANY

BUSINESS ADDRESS

DATE

NONDISCRIMINATION

Every contract over \$1,000 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$1,000, so that the provisions will be binding upon each subcontractor or vendor.