



REQUEST FOR PROPOSALS
LIFEGUARD AND WATER RESCUE SERVICES
IN CURRITUCK COUNTY
CURRITUCK, NORTH CAROLINA

Proposals must be received no later than November, 23 2018 2:00p.m.

I. Request For Proposals

The County of Currituck (hereafter, "the Owner"), through this Request for Proposals ("RFP") from established life guarding and water rescue firm (hereafter, "the Offeror"), hereby request submissions of proposals for the following:

Ocean Lifeguarding Services from the Saturday prior to Memorial Day through Columbus Day and year round Water Rescue Services.

The purpose of this service is to provide a safe experience for individuals using the public beaches along the coast of Currituck County. This includes residents and approximately 50,000 to 60,000 weekly visitors during the time from Memorial Day through Labor Day.

The primary proposal is to provide fifteen lifeguard stands and nine roving guards from the Saturday before Memorial Day through Labor Day. The proposal will also include two additional stands during peak season and seven roving patrols and three stands from Labor Day through Columbus Day. It also encompasses providing water rescue services year round.

Throughout the year water rescue services are required on a call-out basis. A key aspect of this service is the ability for the Offeror to provide this service in a timely manner. It is a priority that the Offeror be able to demonstrate an ability to perform this service in the Atlantic Ocean as well as the Currituck Sound.

The following bid alternates are included in this proposal:

- Adding an additional stand from the Saturday before Memorial Day through Labor Day.

- Adding an additional roving guard from the Saturday before Memorial Day through Columbus Day.

II. Service Description

1. Ocean lifeguard and beach rescue services including, but not limited to, close observation of surf and swimmers with the primary intent to prevent drownings, injuries, or death; warnings of identified hazards or hazardous conditions; posting of red flags during periods of adverse surf conditions; providing public information and assistance to the public including lost persons (hereafter, "Beach Rescue Services").
2. Saturday prior to Memorial Day through Columbus Day – seven roving patrols on the Southern Currituck Outer Banks as designated on Attachment A. Patrols active from 9:30 a.m. to 5:30 p.m. seven days a week. Three lifeguard stations as designated on Attachment A, fully equipped and manned 7 days a week 9:30 a.m. until 5:30 p.m.
3. Saturday prior to Memorial Day through Labor Day – twelve lifeguard stations, as designated on Attachment A, fully equipped and manned 7 days a week 9:30 a.m. until 5:30 p.m.. Two roving patrols on the Northern Currituck Outer Banks, as designated on Attachment A, one of which shall be at the NC EMT-Basic level in an appropriate quick response vehicle. This emergency vehicle must be outfitted with a mobile radio, basic emergency medical supplies, backboard, defibrillator, oxygen, etc. This response vehicle, if available, could also "first respond" to all EMS calls on the Northern Currituck Outer Banks Beaches, if not already committed to an Ocean Rescue call.
4. Final Sunday in June through first Sunday in August- Two lifeguard stations located at Crown Point Access and Ocean Hill Bismarck Access as designated on Attachment A, fully equipped and manned seven days a week from 9:30 a.m. until 5:30 p.m.
5. Year round Water Rescue Services.

Each ocean lifeguard position shall be staffed by an approved and certified ocean lifeguard, whose competencies and certifications are on file.

6. Provide the following equipment:
 - Two reliable water craft capable of surf launching.
 - ATV 4-wheelers to accommodate this contract
 - Portable radios to accommodate this contract
 - Two reliable 4-wheel drive trucks.
 - One reliable sound rescue boat.
 - One emergency transport vehicle to accommodate patient removal off the beach.

III. 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 RFP. Offeror should carefully follow all the instructions in this RFP 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 RFP. 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 Service Agreement or Agreements best serves the public interest and will take action to enter into such an agreement or agreements. Award of the contract will be to the Offeror that submits the best value proposal per the evaluation criteria.

IV. Criteria to Be Used In Evaluation Proposals

The evaluation criteria are as follows:

A. Technical Criteria: 50%

1. Experience and qualifications of the service firms, key individuals, as well as previous experience working in similar service environments (50%).
2. Compliance with service description, scope of services, and terms & conditions of the full RFP (40%).

B. Financial Criteria: 40%

1. Cost Proposal

C. Location of base of operations for water rescue situations. 10%

V. Terms and Conditions of this Request for Proposal

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

- A. Neither this RFP 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.
- B. 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.
- C. Offeror submitting a proposal in response to this RFP 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.
- D. The Owner reserves the right to waive any informality with respect to any proposal submitted in response to this RFP.
- E. 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.
- F. Any confidential and proprietary information provided to the Owner by the Offeror pursuant to this RFP shall be subject to disclosure under the North Carolina Public Records laws.
 - 1. 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.

2. 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.
- G. 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.
- H. This RFP with all attachments and the Offeror's responses may become part of the Service Contract as determined by the Owner.

VI. Terms and Conditions of the Service Agreement

The successful Offeror or Offerors shall agree to enter into the Currituck County Lifeguard and Water Rescue Independent Contractor Agreement included in Attachment B of this RFP. The Owner expressly reserves the right to modify any provision of the Lifeguard and Water Rescue Independent Agreement, at its sole discretion, prior to entering into the definitive Agreement.

VII. Instructions to Offeror on Proposal Submission

A. For the Offeror's proposal to be considered:

1. Proposals must be submitted in sealed envelopes with the words "Lifeguard Services Open November 23, 2018" 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 RFP response and the Service Agreement.) Provide one (1) original and two (2) 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*

2. 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.

4. **Written questions and requests for clarification shall be submitted no later than November 12, 2018 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 firms holding this RFP not later than November 16, 2018 at 5:00 pm.** All addenda shall become part of the RFP and the Service Agreement.

5. **Proposals must be received no later than November 23, 2018 at 2:00 pm.** Requests for extensions of this date will not be granted except by written amendment to the RFP applicable to all prospective Offerors.

B. Instructions for Proposals

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

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

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

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

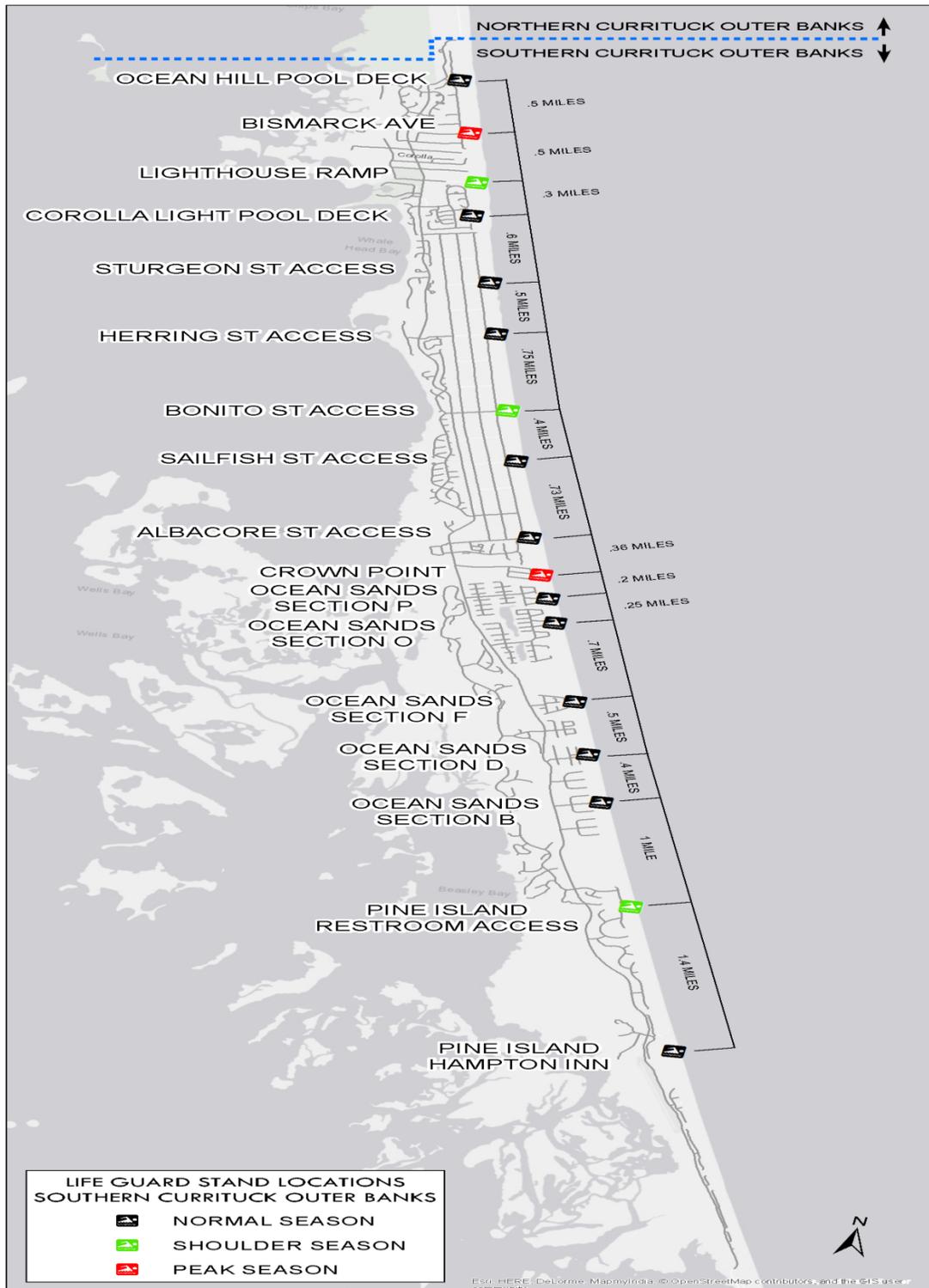
VIII. FINANCIAL PROPOSAL

The Offeror's Financial Proposal will be an annual cost. The Financial Proposal will consist of the following:

1. Provide a detailed cost proposal for the cost of service using the Cost Proposal Form attached to this proposal as Attachment C.

ATTACHMENT A

Map of Stand Locations



ATTACHMENT B
Sample Agreement and Scope of Service
INDEPENDENT THE OFFEROR AGREEMENT

THIS AGREEMENT is made the ___ day of _____, 201_ between the **County of Currituck** (hereinafter "County") and _____(hereinafter "The Offeror").

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 Beach Rescue Services attached hereto in the Exhibit A and the incorporated as part of this Agreement: (hereinafter "the Services").

2. Compensation. Contractor will be paid for its Services by County in the amount of:

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. The term of this Agreement is January 1, 2019 through December 31, 2023. This Agreement may be terminated by either party at any time upon ninety days 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.

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, except as noted below, is not supervised, directed or controlled by County as to the means or methods it should employ. The parties agree that all State-certified EMS responders shall; meet County EMS requirements, operate under the County's EMS provider number and operate in accordance with the County's EMS protocols.

d. Contractor is not required to perform tasks in any particular order or sequence.

e. Except as noted in Section 6c above, Contractor needs no training from County as to how to fulfill its duties and responsibilities.

f. Subject only to the provisions of the Exhibits attached hereto, 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 upon request a valid and current certificate of workers' compensation and general liability insurance. 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.

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. 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:

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

(Or such other person or address as County shall have designated by due notice to Contractor).

If the notice is to Contractor:

(Or such other person or address as Contractor shall have designated by due notice to County).

12. 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.

13. 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.

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

15. 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.

16. 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: _____

By: _____ (SEAL)

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

Workers' Compensation Yes No

General Liability Yes No

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

Sandra Hill
Finance Officer

EXHIBIT A

General Requirements for Beach Rescue Services

Scope of Work

1. Ocean lifeguard and beach rescue services shall include, but is not limited to, close observation of surf and swimmers with the primary intent to prevent drownings, injuries, or death; warnings of identified hazards or hazardous conditions; posting of red flags during periods of adverse surf conditions; providing public information and assistance to the public including lost persons. For the purpose of this contract, the term "beach rescue services" is defined as such rescue services being performed on the beach, in the ocean and in the sound.
2. The CONTRACTOR will operate in accordance with a published set of standard operating guidelines, the "SOG's" as approved by CONTRACTOR and the Chief of Currituck County Fire and EMS.

Staffing

1. Each ocean lifeguard location provided for in this Agreement shall be staffed by an approved and certified ocean lifeguard, whose competencies and certifications are on file.
2. The CONTRACTOR shall provide fifteen lifeguard stations, at the locations specified below which are the stations designated by the COUNTY as its sole responsibility insofar as public beach access points are concerned and the most populated areas of the beach as designated by the CONTRACTOR at such locations where the highest beach populations are or most potentially problematic areas dictate. Each ocean lifeguard station shall be equipped and manned during the hours of 9:30 a.m. to 5:30 p.m. weather permitting, each day of the week from the Saturday prior to Memorial Day extending through and including Labor Day. At the sole discretion of the CONTRACTOR, additional lifeguard stations may be staffed as the demand warrants. The CONTRACTOR'S principle obligation is to the specified locations, any response outside the specified locations is at the sole discretion of the CONTRACTOR.

REGION A: Ocean Hill Pool Deck Access

REGION B: Lighthouse Ramp

REGION C: Corolla Light Pool Deck beach access

REGION D: Sturgeon Street public access

REGION E: Herring Street public access

REGION F: Bonito Street public access

REGION G: Sailfish Street public access

REGION H: Albacore public access

REGION J: Ocean Sands Section B access

REGION K: Ocean Sands Section D access

REGION L: Ocean Sands Section F access

REGION M: Ocean Sands Section O access

REGION N: Ocean Sands Section P access

REGION O: Pine Island Bathroom public access

REGION P: Pine Island Hampton Inn access

The CONTRACTOR shall provide two additional lifeguard stations at the locations specified below which are the stations designated by the COUNTY as its sole responsibility insofar as public beach access points are concerned and the most populated areas of the beach as designated by the CONTRACTOR at such locations where the highest beach populations are or most potentially problematic areas dictate. Each ocean lifeguard station shall be equipped and manned during the hours of 9:30 a.m. to 5:30 p.m. weather permitting, each day of the week from the final Sunday in June to the first Sunday in August.

REGION Q: Crown Point access

REGION R: Ocean Hill Bismarck Avenue access

The CONTRACTOR shall provide three lifeguard stations at the locations specified below which are the stations designated by the COUNTY as its sole responsibility insofar as public beach access points are concerned and the most populated areas of the beach as designated by the CONTRACTOR at such locations where the highest beach populations are or most potentially problematic areas dictate. Each ocean lifeguard station shall be equipped and manned during the hours of 9:3.

Each ocean lifeguard station shall be equipped and manned during the hours of 9:30 a.m. to 5:30 p.m. weather permitting, each day of the week from the Tuesday after Labor Day until Columbus Day.

REGION B: Lighthouse Ramp

REGION F: Bonito Street Public Access

REGION O: Pine Island Bathroom public access

3. The CONTRACTOR shall provide no less than seven roving patrols encompassing regions of the Currituck South Beach that the CONTRACTOR deems most strategically advantageous to ensuring the safest beach environment possible. The CONTRACTOR'S principle obligation is to the specified areas, any response outside the specified areas is at the sole discretion of the CONTRACTOR. Each ocean lifeguard provided for in this Agreement shall be an approved and agency-certified ocean lifeguard.
4. Each roving patrol shall be equipped and operating during the hours of 9:30 a.m. to 5:30 p.m. weather permitting, each day of the week beginning the Saturday prior to Memorial Day extending through and including Labor Day, with no less than seven roving patrols to continue through Columbus Day. After Labor Day weekend, operating hours will be 9:30 a.m. to 5:00 p.m.
5. The CONTRACTOR shall provide patrols on the North Beach with two roving lifeguards beginning the Saturday prior to Memorial Day weekend and extending through Labor Day weekend. One lifeguard will be at the NC EMT-Basic level in a suitable quick-response emergency vehicle. This emergency vehicle would be outfitted with a mobile radio, basic emergency medical supplies, backboard, defibrillator, oxygen, etc. This response vehicle, if available, could also "first respond" to all EMS calls on the North Beaches, if not already committed to an Ocean Rescue call.
6. The CONTRACTOR agrees to perform all work outlined in this Agreement in such a manner as to meet all accepted standards for safe practices, and further agrees to accept the sole responsibility for complying with all federal, State, County, or other legal requirements including, but not limited to, full compliance of the terms of the applicable O.S.H.A. regulations so as to protect all persons, including CONTRACTOR'S employees, agents of the County, vendors, members of the public, or others from foreseeable injury, or damage to their property. The CONTRACTOR agrees to hold itself to the professional standard established by a nationally-

recognized organization (such as the USLA or the ISLA) through membership and/ or affiliation with such an organization.

11 .The CONTRACTOR shall operate daily on one of three levels during the regular season: Alpha level, Bravo level, or Charlie level.

Alpha level shall be the default level from the Saturday of Memorial Day weekend until the third Sunday in October, and will be defined as:

- For the season of Memorial Day until August 15th, all contractually obligated positions filled; all stands manned and all necessary roving patrols active.
- After August 15th, and before Labor Day weekend, Alpha level will indicate that beach is staffed to highest possible capacity as allowed by contract. The contractor will notify the Chief of Fire-EMS as to the daily staff numbers.

Bravo level will be defined as only roving patrol positions occupied; towers will be unmanned as a result of inclement weather.

Charlie level will be defined as Ocean Rescue available by page-out only due to extremely hazardous or inclement weather or beach conditions.

Charlie level will be the default level of service after Columbus Day.

These levels as well as indications of Red Flags or any changes in status should be communicated verbally to Currituck County Communications. Furthermore, the CONTRACTOR shall make the COUNTY and all appropriate departments, including Currituck Dispatch, the Director of Emergency Management, the County PIO, the Tourism Board, and The Chief of Fire-EMS, aware of the posting of red flags.

SPECIFIC REQUIREMENTS

1. The CONTRACTOR shall designate one person to supervise, direct, and uphold the expectations set forth in this agreement. That person shall have the title of Ocean Rescue Chief. The Ocean Rescue Chief (or qualified designee thereof) shall operate out of a Mobile Ocean Lifeguard Response Unit, which shall patrol the beach, support any rescue, search, or medical emergency and have first line supervision of services provided. The individual designated as the Ocean Rescue Chief shall meet the following qualifications:
 - a. Be at least 21 years of age
 - b. Have five years of experience as an ocean lifeguard, three of which should be with the CONTRACTOR
 - c. Should possess identified leadership experience.
 - d. Meet the requirements of lifeguards as set out in item one of the agreement.

- e. Hold, or be in the process of obtaining, a current NC EMT-Basic or higher certification.
 - f. Preferably have obtained an Associate's or Bachelor's degree from an accredited institution.
 - g. Be a competent and licensed operator of vehicles
 - h. Be well-versed in ocean and sound rescue, beach conditions, coordination of activities, communication and public relations.
 - i. Be current in NIMS Incident Command certifications as required by Currituck County Fire-EMS
2. All vehicles on the beach shall have additional first aid supplies, communications, emergency lights and siren, binoculars, backboard, and will be marked with "OCEAN RESCUE." All vehicles shall be equipped with paddleboards or other comparable water vessel capable of ocean or sound launching. Each supervisor shall be experienced in its launching and operations and be able to train any employee on the proper procedure of such.
 3. The primary function of the CONTRACTOR under this Agreement is to provide ocean lifeguard, beach, and sound rescue services related to the beach and sound and members of the public utilizing all water accesses for swimming, sunning, walking, and other purposes. The CONTRACTOR shall provide a response during the off-hours. The CONTRACTOR shall provide inter-agency assistance when requested. Any emergency activities of the sheriff, fire, EMS or emergency services other than beach rescue shall be performed in accordance with the rules and regulations in effect between the sheriff, fire and EMS departments of Currituck County and CONTRACTOR shall have no primary responsibility for such additional duties.
 4. CONTRACTOR shall be responsible for providing, locating, and maintaining all required communications equipment. Communications equipment shall have the capability to monitor the Currituck County Fire and EMS frequency. Other communications shall be carried on CONTRACTOR'S frequency and on telephone lines or cell phones. The CONTRACTOR shall respond when dispatched by Currituck emergency communications.
 5. CURRITUCK COUNTY shall have the right to publicize and notify the general public of those areas which are subject matter of this Agreement and those areas where such service is provided for the benefit of the public.
 6. All other costs relating to providing this service for the COUNTY shall be included in the total cost. All equipment shall be kept in good running order in order that the CONTRACTOR can fulfill the terms of this Agreement.
 7. In cases of hazardous aquatic conditions, and in accordance with Currituck County ordinance Section 9-5, the CONTRACTOR shall keep the same flag and poster warning system from the County line to the State line, and shall continue to keep the beach access areas clean where stands are located.

8. CONTRACTOR covenants and agrees that it shall put into service the following equipment, which equipment shall be wholly owned by the CONTRACTOR:
 - Two reliable water craft capable of surf launching.
 - ATV 4-wheelers to accommodate this contract
 - Portable radios to accommodate this contract
 - Two reliable 4-wheel drive trucks.
 - One reliable sound rescue boat.
 - One emergency transport vehicle to accommodate patient removal off the beach.
9. The CONTRACTOR agrees that should it default in the performance of this Agreement, and be advised by the county of the deficiency in service, (i.e. providing life guard service at the designated areas and times for a period of 48 continuous hours, except as prohibited from providing this service by weather conditions or other acts of God, or in providing the other non-seasonal services required by this Agreement), then and in that event the COUNTY may, in the event that the CONTRACTOR fails to remedy the specified inadequacy, terminate this agreement at the discretion of the Board of Commissioners.
10. CONTRACTOR shall, upon request, submit to the COUNTY reports regarding beach population counts, activity summaries, operation reports and incident reports through the Currituck County Chief of Fire-EMS or their designee.
11. The CONTRACTOR shall provide the COUNTY with a feasible and workable plan of communications, it being necessary that the COUNTY be able to contact the CONTRACTOR at all times.

All complaints, submitted to the CONTRACTOR from the COUNTY, shall be remedied within a reasonable time span, to be dictated by the Chief of Fire-EMS.

ATTACHMENT C
Lifeguard and Water Rescue Services
COST PROPOSAL FORM

Description	Annual Cost
Base proposal	
Bid Alternate 1: Additional roving unit from Pine Island Hampton Inn to Pine Island Restroom Access	
Bid Alternate 2: Additional lifeguard stand added at the Dolphin St. Access	