

REQUEST FOR PROPOSAL



Bid Title:
Town of Duck
Town of Southern Shores
Ocean Lifeguard and Rescue Service

Date of Issue: August 12, 2025
Proposals Due: September 25, 2025

Submit to:
Drew Havens
Town Manager
PO Box 8369
1200 Duck Road
Duck, NC 27949

If you have received this Request for Proposal from a source other than a Town of Duck or Town of Southern Shores official, it is the responsibility of the bidder to ensure that all addenda have been received. Bidders should email Drew Havens at dhavens@ducknc.gov to ensure that your company is added to the distribution list. However, it is still the responsibility of the bidder to ensure that all addenda are received prior to submitting a bid/proposal.

1. REQUEST FOR PROPOSALS

A. Introduction

The Town of Duck, located in the northern Outer Banks of Dare County, North Carolina, and incorporated in 2002 is a popular tourist destination with approximately 5.8 miles of oceanfront shoreline. With a year-around population of 750, the Town has upwards of 20,000 people living here during the busy summer months.

The Town of Southern Shores adjoins Duck to the south and has approximately 3.8 miles of oceanfront shoreline approximately. Southern Shores has nearly 3,200 year-round residents and an estimated summer population of 10,000.

The Town of Duck, since incorporation, has provided, via an independent contractor, ocean lifeguard and rescue service on the entire length of the ocean front beach within its corporate limits and rescue services in the Currituck sound west of the shoreline of the Town of Duck up to Currituck County (referred to collectively as Ocean Lifeguard and Rescue Service herein). Similarly, since 2006 the Town of Southern Shores has contracted for this service.

Respondents ("Proposers") to this Request for Proposals ("RFP") shall submit to the Town of Duck a proposal, which will address the various components as set forth in this RFP. The proposal shall serve as a "fee proposal," and the Town may select a Proposer to negotiate with and attempt to reach a final agreement ("Contract") or reject all proposals and re-start the RFP process. The Town is not obligated to enter into a Contract with any Proposer, and if negotiations are not successful with the first Proposer selected by the Town, the Town may then select another Proposer and initiate negotiations with that Proposer. If the Town and a Proposer agree on a Contract, the Proposer will then be deemed the Provider.

B. Obtaining a Request for Proposal

This RFP is available to all qualified organizations that request a copy up to the closing date/hour of submission. Copies of this RFP can be obtained from the Town of Duck, PO Box 8369, 1200 Duck Road, Duck, NC 27949 or by contacting Town Manager Drew Havens at dhavens@townofduck.com or 252-254-5950.

C. Term of Contract

1. It is the intent of the Town intent to each enter int an exclusive Contract with a selected Provider to provide Ocean Lifeguard and Rescue service. This contract will begin January 1, 2026.
2. The fee proposal, as submitted by the Proposer, shall serve as a basis from which negotiations will commence. These negotiations, if required, will determine the final price under the Contracts for the initial term of the Contracts.
3. The Contracts shall commence on January 1, 2026 prior to which the Contracts will be properly executed by both and be expected to extend for an initial period of five (5) years ("Initial Term"). The Contracts shall contain an inflation adjustment provision tied to the US Bureau of Labor Statistics, Consumer Price Index (CPI) All Urban Consumers, September data, subject to an agreed upon annual percentage cap.

The Contracts shall be renewable for successive two (2) year terms (each a "Renewal Term") upon the mutual agreement of the parties. Notice of intent to renew shall be made in writing at least ninety (90) days prior to expiration of the Initial Term or a Renewal Term, whichever is applicable. The Towns and the selected Provider shall re-confirm or re-negotiate the unit rates prior to any Contract renewal. Any amendment or modification of the Contracts shall be null and void, unless it is contained in a writing signed by both parties.

D. Questions

All questions regarding this RFP, the services identified herein, or any request for additional data or information must be submitted in writing at least seven days prior to the date the proposals are due. All questions must be sent to Town Manager Drew Havens at PO Box 8369, 1200 Duck Road, Duck, NC 27949 or by e-mail to dhavens@ducknc.gov or calling 252-254-5950. All questions will be answered in the form of an RFP Addenda list, which will be distributed to all Proposers.

E. Submission of Proposal

To receive consideration, an original and two (2) printed copies and one (1) electronic version of the proposal shall be submitted to the Town of Duck no later than 5:00 pm on Thursday, September 25, 2025. Contractors mailing proposal packages should allow delivery time to ensure timely receipt of their proposal. The responsibility for getting the proposal to the Town of Duck Town Manager on or before the specified time and date is solely and strictly the responsibility of the proposing contractor. Proposals may be hand-carried or mailed as noted below. Late submissions will not be considered. The Towns reserve the right to reject any and all bids for any reason or no reason and to accept the bid most favorable to the Towns.

**Ocean Lifeguard and Rescue Service
Drew Havens, Town Manager
PO Box 8369
1200 Duck Road
Duck, NC 27949**

2. SCOPE OF SERVICES

- A. For the Town of Duck, CONTRACTOR shall provide ocean rescue services to the members of the public utilizing the ocean, ocean beaches, and the sound. This area incorporates all water rescues eastward of the dune and all water areas of the Currituck sound west of the shoreline of the Town of Duck up to Currituck County. CONTRACTOR shall conform to the 911 dispatch protocol as directed by Duck Fire and Police, and Dare County Communications.
- B. For the Town of Southern Shores, CONTRACTOR shall provide ocean rescue services, on behalf of the town, to the members of the public utilizing the Ocean, ocean beaches, and dispatched calls to the sound. CONTRACTOR shall conform to the 911 dispatch protocol for all non-police matters.
- C. CONTRACTOR shall meet all standards set forth by the United States Lifesaving Association (USLA) for ocean lifeguards as detailed in the latest edition of the USLA booklet, "Guidelines for Open Water Lifeguard Training and Standards." A trained lifeguard will meet and maintain the following standards and requirements and will staff each lifeguard position:
1. Will be at least 18 years of age at the time of the first workday. The Town Manager may waive this requirement if a specific lifeguard has sufficient experience to perform the job. In no case shall a lifeguard be hired who is less than 16 years of age.
 2. Will have successfully completed ocean rescue training or have two years of experience as an ocean lifeguard.
 3. Will have completed a basic CPR course of instruction.
 4. Will have completed a basic first-aid course of instruction.
 5. Will meet and maintain minimum physical qualifications for running, swimming and general fitness as established by the USLA training and standards guides.
 6. Will be familiar with the operation and use of all rescue equipment and devices provided for use in water rescue operations.
 7. Will comply with all rules and regulations set forth by the Town.
- C. For Duck, CONTRACTOR shall provide ocean rescue services, which includes a supervisor, from May 1 through October 31 of each year (season); however, the exact number of personnel performing these services will vary depending on the time of year, weather conditions and beach population. All lifeguard services and operations may be altered with an amendment to the CONTRACT approved by the TOWN and CONTRACTOR. Locations of staffed fixed stands shall be agreed upon between the TOWN and CONTRACTOR no later than February 1st of each year to allow for printed materials created by the TOWN to contain accurate fixed stand locations.

This table shows the expected deployment of personnel during different portions of the season:

Deployment	From	Until	From	Until
Supervisor	May 1	Labor Day	8:00 am	8:00 pm
6 staffed stands	Memorial Day Weekend	June 14	10:00 am	6:00 pm
2 roving patrols	Memorial Day Weekend	June 14	10:00 am	6:00 pm
14 staffed stands	June 15	August 17	10:00 am	6:00 pm
4 roving patrols	June 15	August 17	10:00 am	6:00 pm
6 staffed stands	August 18	Labor Day	10:00 am	6:00 pm
2 roving patrols	August 18	Labor Day	10:00 am	6:00 pm
4 roving patrols	Labor Day	Oct 15	7:00 am	7:00 pm
Supervisor	Labor Day	Oct 31	7:00 am	7:00 pm

D. For Southern Shores, CONTRACTOR shall provide a supervisor patrolling from 10:00 a.m. to 6:00 p.m. beginning May 1st until October 15th. Four (4) lifeguards will be positioned at four fixed lifeguard stands from 10:00 a.m. to 6:00 p.m. daily and two (2) ATV's patrolling beginning Saturday of Memorial Day Weekend through Monday of Labor Day Weekend from 10:00 a.m. to 6:00 p.m. A minimum of Two (2) ATV's will be patrolling from Labor Day through October 15th. The dates for the Stands will be determined prior to the start of each season.

E. CONTRACTOR shall provide, at a minimum, the following equipment:

1. Fixed lifeguard stands, the numbers of which are set forth in subsection 1(c).
2. Portable communication equipment approved by the Town.
3. Personal protective equipment that meets or exceeds OSHA specifications.
4. A uniform identifying the individual as a "Lifeguard" that is distinctive in color.
5. Binoculars for each Lifeguard.
6. Rescue buoy for each Lifeguard.
7. Swim fins for each Lifeguard.
8. Whistle for each Lifeguard.
9. Four Wheel Drive Truck.
10. ATV's (2-4)
11. Jet Ski (1-3)

- F. CONTRACTOR shall provide a beach warning flag system, in coordination with Dare County and other ocean rescue services, to alert the public to dangerous surf conditions. Upon making the determination that dangerous surf conditions exist, the supervisor shall alert the Town Managers, Public Information Directors, Chiefs of Police and Fire Chiefs. The CONTRACTOR shall maintain and utilize current flagpoles and flags. If new flagpoles or flags are required, the CONTRACTOR shall coordinate with the TOWNS for the purchase of the items. CONTRACTOR shall also develop and implement additional methods to alert the public to dangerous surf conditions through discussion with the Town Managers, Public Information Directors, Chiefs of Police, Fire Chiefs and other Town staff and as agreed to by the CONTRACTOR and the TOWNS.
- G. CONTRACTOR will not allow any advertising for any organization, business, service, person, or entity without the express permission of the Town Managers.
- H. CONTRACTOR shall be responsible for maintaining and keeping all areas of the beach free from trash and debris, including the removal of tents and other items left overnight per the Town of Duck and the Town of Southern Shores Codes of Ordinances. If the amount of debris exceeds normal expected amounts due to a storm or other condition, the Town may negotiate with CONTRACTOR for debris removal services.
- I. CONTRACTOR shall coordinate with the Towns, including the Chiefs of Police, the Fire Chiefs and the County for adequate radio communications.
- J. CONTRACTOR shall keep daily logs to include beach population reports, activity summaries and violations reported and shall submit these logs on a weekly basis to the Town Manager.
- K. TOWN will pay CONTRACTOR at most monthly, and will negotiate with CONTRACTOR a mutually agreeable schedule for payments under the CONTRACT but shall not pay the full annual amount payable under the CONTRACT at the beginning of the term of the CONTRACT.

3. PROPOSAL FORMAT

The proposal shall include the following:

A. Letter of Transmittal

The letter of transmittal accompanying any proposal shall be addressed to the Town of Duck, Town Manager Drew Havens at PO Box 8369, 1200 Duck Road, Duck, NC 27949, and must, at a minimum, contain the following:

1. Identification of the Proposer, including name, address, telephone number, fax number, and e-mail address;
2. Location of the office from which service will be provided, including hours of operation; and
3. The signature of an officer of the Proposer authorized to bind the Proposer.

B. Responsiveness to Town's Request

The proposal shall include the Provider's detailed concept for the provision of all services identified herein.

C. Provider's Experience

The proposal must include a demonstration of the Provider's knowledge and experience related to the types of services identified in this RFP. This should include a list of similar work and a description of the Provider's general organization and names of key personnel, indicating the depth and quality of experience of such personnel.

A minimum of three references shall be provided, which shall include the following: (1) identification of each reference, (2) a contact person at the reference, and (3) the reference's mailing address, telephone number, and e-mail address. All references shall be from similar work done by the personnel to be involved in providing service under this RFP. The references should be units of government.

D. Project Team

The Proposal shall include the identification and experience of the team proposed to be assigned to this Contract, with an emphasis on both breadth of experience and experience on similar work. The same information shall be included for any subcontractors proposed to be involved in any work under this Contract.

E. Conflict of Interest Information

Information on possible conflicts of interest shall be provided in the proposal. Such information will be considered in deciding on the selection of the Provider to perform the services. Should a conflict of interest arise during preparations for or while undertaking these services, the Provider shall immediately advise the Town of such conflict.

F. Proprietary Information

Trade secrets or proprietary information submitted by a Proposer, in connection with a procurement transaction shall not be subject to the public disclosure under the NC Public Records Law. However, the Proposer must invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state the reasons why protection is necessary. Each individual page shall be identified in boldface at the top as "CONFIDENTIAL" in a font size of 14 or larger. Any section of the proposal that is to remain confidential shall also be so marked in boldface on the title page of that section along with each individual page within that section. Cost information and any other public information may not be deemed confidential; therefore, it is requested that only the necessary confidential pages be marked.

G. Fee Proposal

The fee proposal (Attachment A) shall be completed. The proposal must include all fees or charges that may be levied to the Towns in connection with the Ocean Lifeguard and Rescue service. The fee proposal shall then become a primary basis from which the negotiations will commence if required. The Town's selection of a Provider shall be based upon a qualifications-based analysis in general conformance with the evaluation criteria.

4. PROCESSING OF PROPOSALS

A. Rejection of Proposals

The Town of Duck and the Town of Southern Shores reserves the right, after opening the proposals, to reject any or all proposals, or to accept the proposal(s) the Towns determine in their sole judgment to be in the best interests of the Town.

B. Time Frame

The Town expects the Provider to maintain the contracted time frames. Any failure to maintain the time frames established in the Contract shall constitute a breach of the Contract.

C. Town Not Liable for Any Pre-contractual Expenses

In no event shall the Town be liable for any expenses incurred in the preparation of a Provider's proposal or any other expenses incurred prior to execution of a Contract by both parties. Pre-contractual expenses include, but are not limited to, the following:

1. Expenses related to preparing and submitting a proposal to the Town;
2. Expenses related to negotiations with the Town, including without limitation negotiation regarding any mailing related to the contract terms, professional fees, and schedule; and
3. Any other expenses incurred by the Provider prior to entering a Contract with the Town.

D. Notification of Successful Proposer(s)

The Town estimates that it will be no more than thirty (30) calendar days between the date on which proposals are due and the date on which the negotiations shall commence with the first selected proposer. In the event that the Town is unable to negotiate a Contract with the first selected Proposer, negotiations will be terminated by the Town, and negotiations will commence with the next Proposer on the list and continue until either a Contract is executed or the Town rejects all proposals.

E. Notification of Unsuccessful Proposers

The Town shall notify unsuccessful Proposers as soon as possible after execution of a Contract with the successful Proposer(s). It is estimated that the selection process will take sixty (60) days or less.

F. Selection of Provider

1. Qualifications

The Provider must show evidence of its technical capability in the services identified in this RFP. The Provider shall also be knowledgeable concerning all applicable federal, state, and local laws, regulations, and ordinances. Work shall be done in conformance with current professional practices in the State of North Carolina.

2. Criterion for Selection of Provider to Negotiate an Agreement

The Town will analyze the following criterion in selecting a Provider:

- a. Cost
- b. Experience with related programs
- c. References and financial stability

- d. Completeness of the proposal
- e. Ability to meet expected start-up date of the program
- f. Prior Service Record

3. Contracting with Small and Minority Businesses and Women’s Business Enterprises

The Town encourages all businesses, including small, minority and women-owned businesses to respond to all Requests for Proposals. In addition, if subcontracts are let, the awarded Contractor must ensure that the necessary affirmative steps are taken:

- a. Place qualified small, minority, and women-owned businesses on solicitations lists;
- b. Assure that such businesses are solicited when they are potential sources;
- c. Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;
- d. Establish delivery schedules, where requirements permit, which encourage such businesses to respond;
- e. Use service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce.

5. Additional Terms and Conditions

- A. All costs incurred by the Proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the Proposer.
- B. All responses, inquiries, or correspondence relating to the RFP will become the property of the Towns when received and will not be returned.
- C. The Towns reserve the right to refuse any or all packages received that do not meet the criteria listed above or that are received after the due date and time.
- D. Additional terms and conditions that will become a part of the Contract are included in Attachments A and B to this RFP

ATTACHMENT B

LEGAL TERMS AND CONDITIONS

Upon award and prior to commencement of Services, the selected Provider must agree to a Contract that contains the following terms and conditions:

(a) Contract. The binding agreement ("Contract") entered into by the Town and selected Proposer shall consist of this RFP, including its Attachments, the proposal submitted by Proposer not inconsistent with the RFP, and all supplemental, general, or special conditions (collectively, the "Contract Documents"). If there is a conflict between the Proposer's proposal and the terms of the RFP and its Attachments, the terms of this RFP, including its Attachments, shall control and be binding and enforceable against the Proposer.

(b) Term of Contract. The initial term of the Contract will be for a period of five (5) years. The parties hereto may, by mutual consent within ninety (90) days of the expiration date of the term, extend the term of the contract for an additional 2 years.

(c) Proposer's General Duties. The Proposer shall, without limitation:

1. Comply with any and all federal, State, or local laws, ordinances, codes, rules, regulations, guidelines, or orders that now or may in the future become applicable to Proposer or to the Services ("Applicable Laws");
2. At all times during the term of this Contract, including any extension(s), procure and maintain all licenses and permits required for the performance of the Services;
3. Comply fully with all Applicable Laws imposed under or established by the Occupational Safety and Health Act of 1970;
4. Be and remain an "Equal Opportunity Employer" and comply with all federal, state, and local affirmative action requirements;
5. Follow employment policies that meet the requirements of the Fair Labor Standards Act and comply with all applicable regulations of the U.S. Department of Labor;
6. At all times during the term of this Contract, including any extension(s), provide to Town on a reasonable basis a report describing the Services in such detail as requested by Town from time to time in its sole discretion;

7. Demonstrate a viable chain of command and provide points of contact at each level for Town.
8. Maintain standard operating procedures, which shall include, but not be limited to, defined routines, routes, and inspections;
9. Advise the Town whenever an incident occurs during performance of the Services;
10. Furnish documentation of compliance by Proposer with the above requirements promptly to Town upon its request, therefore.

(d) Insurance. The selected Provider must provide a Certificate of Insurance confirming the minimum coverage and requirements noted below. Proof of this coverage must be included as part of bid package. Certificates must also be furnished for all subcontractors supporting this Contract. The Provider shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this Contract from claims for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations are performed by the Proposer itself, by any subcontractor, or by anyone directly or indirectly employed by either of them, and the amounts of such insurance must meet or exceed the following amounts:

1. Public Liability Insurance in an amount of \$1,000,000 for Bodily Injury/Property.
2. Damage to any one person and subject to the same limit for each person, in an amount not less than \$2,000,000 Total Policy Limit or Aggregate.
3. Automobile Liability in the amount of \$1,000,000.
4. Overall Umbrella liability in the amount of \$2,000,000.
5. The Proposer shall provide and maintain during the life of this Contract Worker's Compensation Insurance for all employees employed at the various sites connected with this contract as required by North Carolina law.

The Proposer shall furnish such additional special insurance as may be required by the General Statutes of North Carolina for the services provided. All insurance premiums shall be paid solely by the Proposer. Each Certificate of Insurance shall add "Town of Duck, N.C." as an additional insured on the liability policies. Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount, or coverage eliminated without thirty (30) days written notice of such alteration or

cancellation to the Town, sent by registered mail or overnight commercial courier with delivery confirmation.

(e) Governing Law. The Contract Documents are made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this contract, its situs and forum, shall be Town of Duck, (Dare County) North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.

(f) Subcontracting. The Proposer may subcontract performance under the Contract only with the prior written approval of Town.

(g) General Indemnity. The Proposer shall hold and save the Town, its officers, agents, and employees harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Proposer in the performance of this Contract that are attributable to the negligence or tortious acts of the Proposer.

(h) Performance. The Proposer will perform its services in full compliance with the terms of the Contract Documents.

(i) Termination.

1. The Town shall have the right to terminate this Contract if the Proposer is in default or breach of its obligations hereunder. If Town determines that Proposer is in default or breach, the Town will give written notice specifying the default or breach. Upon receipt of such notice, the Proposer may correct or cure such default or breach to Town's satisfaction within 15 days of receipt of such notice. If Proposer fails to so correct or cure the default or breach within the allotted time, the Town may terminate the Services immediately without further notice.
2. This Agreement may be terminated by Proposer, with or without cause, at the end of the initial term or any extension(s) thereof, by giving at least one hundred twenty (120) days advance written notice to Town prior to the expiration of the initial term or any extensions thereof.

(j) Replacement Services. If the Proposer is unable or unwilling to perform any of its obligations set forth in the Contract, the Town may procure similar services from other sources and hold the Proposer responsible for any cost occasioned thereby.