

February 13, 2023

Greetings Mayor, Commissioners and Town Manager:

Enclosed is my payment of the 5% of the lump sum of four hundred fifteen thousand dollars, (\$415,000.00). This will cover the next five years from 2023 – 2027. I would like to propose a ten (10) year contract at eighty-five thousand dollars, (\$85,000.00) per year. This will allow me to reinvest in new umbrellas, chairs, beach stands and more. I have been working with the town for over thirty years and would like to continue building our partnership and serving its residents and visitors.

Thank you for your consideration.

Warm Regards,

A handwritten signature in black ink that reads "David Lynam". The signature is written in a cursive, flowing style.

David Lynam  
Dewey Beach Service

# Dewey Beach Delaware Services Portal

Website (<https://www.townofdeweybeach.com>)

## Bid: Beach Concession Services

### Bid details: Beach Concession Services

**ID:** CONC010

**Title:** Beach Concession Services

**Bid Start Date :** Jan. 26, 2023, 9:39 a.m.

**BidEnd Date:** Feb. 24, 2023, 5 p.m.

**Status:** Closed

**Active:** True

**Publication Info:** The News Journal, Cape Gazette

**Description:**

The Town of Dewey Beach is soliciting, via a Request for Proposal, a contractor to provide for the rental of beach equipment and sale of food items on the Town's beaches.

NOTICE IS HEREBY GIVEN that request for proposals from qualified contractors for beach concession services for five (5) years. **Proposals will be accepted ONLY at the Dewey Beach Town Hall, 105 Rodney Avenue, Dewey Beach, DE 19971 until 5:00 PM EST, February 24, 2023. The proposal shall be sealed and addressed to the Town Manager.** Contractors assume all responsibility to ensure our successful receipt of proposal packages. Said proposals will be evaluated and results will be made public after completion of the negotiation process. The Town reserves the right to reject any or all proposals and to waive any informalities or irregularities in any proposal or in the proposal process.

January 25, 2023

#### **BEACH CONCESSION AGREEMENT**

1. The Town shall grant and does hereby grant to the Provider the exclusive right to establish and operate a beach concession on that area between the Atlantic Ocean and East side of the dune bordering on the North and South by the established Town lines, which are generally described as being between Collins Street at the Town's Southern boundary to a distance of approximately 500 feet North of Chesapeake Street at the Town's Northernmost boundary, and on the western end of Van Dyke Street (Bay Side Beach), and to rent beach equipment, including chairs and umbrellas, and to sell refreshments. All equipment shall be maintained in first class condition and in sufficient quantity and stored in storage sheds when the concession is closed. Prior to May 1 of each year, the Provider shall submit to the Town Manager for approval a list of all items to be sold or rented that year. All items provided via concession shall be subject to approval by the Town Manager

2. The Town shall retain the right to sponsor or approve events on the beach, including events that provide for the service of food or beverages. The Provider shall have an option to provide the food or beverages at all such events.
3. The term of the exclusive right to operate a beach concession shall be from April 1, 2023 to April 1, 2028.
4. The right to establish and operate a beach concession does not preclude the use of the area described herein by persons owning their own umbrellas, chairs, air rafts, body boards or any other equipment similar to that which may be rented by the Provider from time to time.
5. The Provider will not reserve space on the beach by placing chairs and/or umbrellas on the beach prior to the renter's arrival.
6. The parties hereto understand that the grant of exclusive concession rights is given so that certain services may be furnished to the public along the ocean beach and to provide for the well-being and convenience of the general public who utilize such beach facilities during the season for which this grant shall be in effect.
7. The Provider is granted the exclusive right to operate not less than six (6) and not more than twelve (12) concession/storage stands on the beach and at locations which are agreeable to both the Provider and the Town. Approval as to the location of stands shall be given by the Town Manager. Stands shall be located as to cause minimum inconvenience and interference with the public.
8. The Provider shall be required to provide concession services to the public from 10:00a.m. to 5:00 p.m. daily from the Saturday of Memorial Day Weekend through September 15 and are discretionary through the remainder of September. At the Provider's option, concession service can be provided from 9:00 a.m. to 10:00 a.m. and from 5:00 p.m. to 6:00 p.m. daily.
9. On each Tuesday and Wednesday during the weeks of concession service the Provider will provide a bonfire on the beach at Dagsworthy Avenue or wherever directed by the Town Manager or Chamber of Commerce. Bonfires will start at approximately sundown and last for at least ninety (90) minutes. The Provider will have the right to provide concession services and chair rental during bonfires. In addition, the Provider has the right to provide concession services and chair rental for all Town movies shown on the beach. If the concessionaire does not intend to exercise this right, notice needs to be given to the Rehoboth Beach-Dewey Beach Chamber of Commerce by 10:00 a.m. the day of the scheduled movie. The right to provide such service then reverts to the Town.
10. The Provider shall be solely responsible for and shall see to the cleanliness of the beach area in the vicinity of the concession stands and surrounding beach area. The Provider shall clean all garbage and debris from the beach by 6:00 p.m. starting May 1st through September 15th. The Town of Dewey Beach shall provide three 95-gallon trash cans through a vendor on the beach or street side of the dune crossings for the public on the beach and Provider's use. The public will be advised they must remove their own trash and debris off the beach daily and use the Town public trash cans.
11. Four-wheel vehicles may access the beach only at Chicago Street. The Provider may be granted access at a maximum of two other locations at the discretion of and with the permission of the Town Manager and/or Lifeguard Captain. The Town Manager and/or Lifeguard Captain may deem when necessary for safety concerns limited or no access to four-wheel vehicles or any other type of motor vehicle on Dewey Beach. This decision to limit motor vehicles on Dewey Beach will be made by the Town Manager and/or the Lifeguard Captain with consultation of Provider or their representative.

12. All attendants, personnel and employees who are employed in connection with the concession services operated by the Provider shall be responsible directly to the Provider and shall in no case be deemed to be employees, agents, sub-agents or any relation whatsoever to the Town. All said personnel shall perform their duties in a courteous and competent manner.
13. The provider shall comply with all Federal and State laws and local laws and regulations governing the conduct of the personnel and the management of concessions operated under this contract. Chapter 65 of the Dewey Beach Municipal Code is specifically Incorporated into this Agreement by this reference. The Provider shall obtain all Federal and State licenses and permits necessary to provide for each and all the services expressed herein. The Provider shall obtain a business license from the Town.
14. The Provider shall indemnify and does hereby indemnify and save harmless the Town and Town Commissioners and their agents from any and all claims that might be made or filed against the Town and/or said Town Commissioners and agents for injury, illness, damage or liability whatsoever to any person or person's property which may be caused by or from the operation of said concession stands by Provider, their agents or employees, or any of the equipment rented in connection with said concession stands. The Provider shall provide the Town Manager with suitable proof of insurance in accordance with Chapter 65, Section 65-26 of the Town Code.
15. The Town will not be held responsible for any theft or vandalism which may take place in any of the concession stands at any time.
16. The Town reserves the right to require that the Provider furnish good and sufficient bond to the Town to guarantee payment of the concession fee described in this agreement and the performance of the Provider's duties in the event of default.
17. The Provider shall pay the Town the sum of \$83,000 (eighty-three thousand dollars) per year for each year payable in four equal payments due on June 15, July 15, August 15, and September 15.
18. No part of the rights granted herein may be assigned, subleased or otherwise delegated without the consent of the Town Commissioners. In the event that such permission is granted, the Town reserves the right to hold the Provider fully liable and responsible for each and every act and covenant described herein.
19. If the Provider shall fail to comply with any of the terms described in this agreement to the satisfaction of the Town Commissioners of the Town of Dewey Beach, the privileges, rights and concessions granted hereunder may be terminated by said Town Commissioners on a three (3) day notice. After said three (3) day notice, the Provider shall vacate the public beaches located in the Town of Dewey Beach and cease all activity relating to its concessions and remove all equipment and debris. If it shall fail to do this, the Town shall remove all stands, equipment and debris and shall charge all expenses incurred by the Town against and to the Provider and the Provider shall promptly pay.
20. Within ten (10) days after October 5 of each year during which concession rights are granted, the Provider shall remove any and all equipment provided by the Provider for the operation of its concession and shall clear the immediately adjacent area of any and all debris. If the Provider shall fail to do this, the Town shall remove all stands, equipment and debris and shall charge all such expenses Incurred by the Town to the Provider and the Provider shall promptly pay same.
21. The Provider agrees to comply with all provisions of Chapter 65, Article II, Concessions Ordinance which is incorporated into this Agreement by this reference.
22. If legal action shall be brought by the Town to recover any sums due under this Agreement, or for the breach of any other covenant or condition contained in this Agreement, the Provider shall pay to the Town all costs, expenses and reasonable attorney's fees incurred by the Town in the aforesaid action.

23. This Agreement shall be interpreted under the laws of the State of Delaware. Any litigation under this Agreement shall be resolved in the courts of Delaware.

24. The failure by one party to require performance of any provision of this Agreement shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

25. If any provision of this Agreement shall be deemed or held to be invalid or unenforceable for any reason whatsoever, then such invalidity or unenforceability shall not affect any other provision of the Agreement which may be given effect without such invalid or unenforceable provision, and to this end, the provisions of this Agreement are hereby declared to be severable.

26. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by the parties.

27. This Agreement may be extended for successive one-year periods upon mutual agreement of the parties at least thirty (30) days prior to the expiration of this Agreement.

All bids shall be accompanied by a cashier's check or certified check for 5% of the lump sum bid. This sum will be applied as a credit to the final payment due on the third year of the contract.

The asking amount for this bid is \$83,000.00.

**Special Requirements:**

**ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE TO TOWN HALL.**

All bids shall be accompanied by a cashier's check or certified check for 5% of the lump sum bid. This sum will be applied as a credit to the final payment due on the fifth year of the contract.

**Contact Person:**

Questions pertaining to this Request for Proposal, must be in writing and emailed to the Town Manager, Bill Zolper at [townmanager@townofdeweybeach.com](mailto:townmanager@townofdeweybeach.com).

**Fee:** 5% of Lump Sum Bid (Cashiers Check or Certified Check)

**Business Hours:** Monday - Friday 9:00a - 5:00p

**Categories:**

Town Hall Services