

## **INVITATION TO BID**

### **Beach Raking and Cleaning**

**Town of Dewey Beach**

**105 Rodney Avenue**

**Dewey Beach, DE 19971**

The Town of Dewey Beach (Town) is requesting bids for raking and cleaning debris from the beach area East of the Dune line in the Town; and West of the water line (at the time services are being provided) of the Atlantic Ocean; and South of the drainage pipe from Silver Lake (adjacent to Chesapeake St.) to the Ocean and North of Collins Avenue; and transporting said debris to the Town dumpster site. The contract shall begin in May 2018 and end in September 2020. This contract allows for up to two (1) year extensions with approval of both Town and contractor.

Successful contractor must be licensed and insured in the State of Delaware, have valid liability insurance, business/operation must be located in Sussex County, Delaware, 3 years of experience providing beach raking and cleaning, along with references (Submit documentation with bid). Details of services and schedules can be found on the Town of Dewey Beach website, [www.townofdeweybeach.com](http://www.townofdeweybeach.com).

The bids submitted should include an hourly rate and a not to exceed clause for the services specified below for each year of the contract. This contract allows for additional cleaning days with prior approval of Town Manager at the hourly rate as specified in the bid.

Please submit detailed proposal as to services and labor to: Town Clerk, Town of Dewey Beach, 105 Rodney Avenue, Dewey Beach, Delaware 19971 or email to [ashleigh@townofdeweybeach.com](mailto:ashleigh@townofdeweybeach.com).

Bids must be submitted by close of business on January 26, 2018. Final selection of contractor will be made by the Commissioners of the Town of Dewey Beach.

### **Terms of Agreement**

1. Contractor agrees they are an Independent Contractor and are not a permanent or part-time employee of the Town.

2. Contractor is contracting with the Town to provide independent services in the form of raking and cleaning debris from the beach area East of the Dune line in the Town and West of the water line (at the time cleaning services are being provided) of the Atlantic Ocean and South of the drainage pipe from Silver Lake to the Ocean and North of Collins Avenue and transporting said debris to the Town dumpster located at the end of Dagsworthy Avenue (bayside).

3. The Independent Contractor shall utilize his/her own equipment, as specified herein in Exhibit A, and /or personnel to accomplish performance of this contract, which services shall commence on the third Monday in May and continue through the end of September in each contract year beginning 2018 through 2020. (Contract allows for up to two 1 year extensions. The mutually agreed upon days of cleaning shall be as follows weather permitting:

- Beach cleaning shall commence on the Monday before Memorial Day, and continue through July 1 with cleaning performed three (3) days per week/Mon. Wed. Fri.
- Peak Season Cleaning-beach cleaning from July 2 through Labor Day Monday with cleaning performed at four (4) days per week/Mon. Tues. Thurs. Fri.
- Beach cleaning the week following Labor Day with cleaning performed three (3) days that week/Mon. Wed. Fri.
- After (September 15) -beach cleaning performed two (2) days per week/Mon. Fri.

Work hours shall be limited to between 4:00 a.m. and 9:00 a.m. Other hours of operation must be approved by the Town Manager. In the event that foul weather prevents the Independent Contractor from performing services at the date or time specified above, said services shall be performed at the next practical time or day. The Town Manager shall determine if weather conditions excuse performance at any certain time or day. Additionally, the Town Manager may at his/her sole discretion, order additional days of service at the fees and rates stated herein for times convenient to the Independent Contractor, which order the Independent Contractor shall not unreasonably decline.

4. The Independent Contractor shall be compensated by the Town as follows:

a. For the contract years of 2018 and 2020, utilizing a surf rake or similar raking/cleaning equipment, the Independent Contractor shall be paid \$ (**Submit BID**) per hour for labor and equipment usage directly related to the Independent Contractor's work of raking and cleaning the beach areas.

b. For the extension contract years, (if agreed upon by Town and contractor), of 2021 and 2022, utilizing a surf rake, or similar raking/cleaning equipment, the Independent Contractor shall be paid based upon a mutually agreed rate as determined by contractor and Town Commissioners on an hourly rate for labor and equipment usage directly related to the Independent Contractor's work of raking and cleaning the beach areas.

c. Said hourly charge shall not include time spent by the Independent Contractor transporting refuse to the Town's dumpster or to the Delaware Solid Waste Authority facility (DSWS) should that be required. The Independent Contractor shall be compensated \$(**Submit Bid**) for each transport to the Delaware Solid Waste Authority upon proof of each transport.

d. The Town will provide for a dumpster, within the Town, whereby beach refuse and trash maybe disposed. Should the need exist to transfer refuse and debris to DSWS the tipping fees incurred by the Independent Contractor that are directly related to refuse and trash collected from the beach areas described herein shall be reimbursed by the Town upon the presentation of invoices or receipts by the Independent Contractor.

e. The aggregate amount billed to the Town under 4.a through 4.c shall not exceed \$ (**Submit Bid**) annually.

5. The Independent Contractor shall supply his or her own vehicle and tools and equipment, if necessary, and the Independent Contractor shall be responsible for general liability insurance protection in an amount of not less than \$ 1,000,000.00, and injury and property damage liability of not less than \$500,000.00 per occurrence. Evidence of said insurance policy shall be presented to the Town Manager within five (5) days after execution of this agreement by the Independent Contractor.

6. The Independent Contractor shall pay all out of pocket expenses incurred by the Independent Contractor, with the exception of Paragraph 4 hereinabove.

7. No relationship of employer and employee is created by this Agreement. No claim under this Agreement or otherwise shall be made against the Town by the Independent Contractor for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment insurance benefits, or employee benefits of any kind, nor shall the Independent Contractor have any claim for any business and/or traveling expenses incurred as a result of or in compliance with the Agreement except as specifically provided in this Agreement.

8. The Independent Contractor is responsible for the payment of all Federal, State and local taxes that may arise as a result of the Independent Contractor's receipt of monies from the Town. The Independent Contractor shall promptly pay all said taxes and, upon request, furnish the Town with evidence of said payment. In the event that any Federal, State, or local taxing authority determines, despite the terms of this Agreement, that the Independent Contractor is an employee of the Town, the Independent Contractor shall pay any income, Social Security, unemployment, or other taxes that said authorities contend should have been withheld from payment to the Independent Contractor, plus any penalty and interest thereon, and shall reimburse all of same to the Town should said authority collect them from the Town.

9. The Independent Contractor hereby indemnifies and holds harmless the Town from each and every and all losses, claims, demands, obligations, liabilities, costs, expenses (including attorneys' fees), indebtedness and causes of action of every kind, type, nature or description whatsoever, whether known or unknown.

10. Notwithstanding the foregoing, the Town may, by written notice, terminate this Agreement at any time for cause. A termination for "cause" shall be a termination by reason or Independent Contractor's failure to satisfactorily, in the opinion of the Town Manager, comply with the terms of this Agreement and/or to satisfactorily perform beach cleaning services, as determined by the Town Manager.

11. The parties may jointly make written amendment of this Agreement at any time.

12. Should any government regulation/procedure including extended periods of inclement weather that affects the operation of this Agreement materially or affect the ability of a party to perform any provision of this Agreement, the parties shall in good faith renegotiate that provision affected so that the terms of this Agreement can be performed in accordance with the governmental requirements.

13. This writing is the entire Agreement between the parties and it is the only result of their negotiations. Neither party relies on anything not expressly set forth in this Agreement. Upon the effective date of the termination of this Agreement, this Agreement shall be of no further force and effect whatsoever, and each of the parties hereto shall be relieved and discharged of the responsibilities of the Agreement.

14. All disputes arising under or in connection with this Agreement shall be determined under the laws of the State of Delaware and shall be arbitrated by and pursuant to the procedures of the American Arbitration Association.