

**Bid Tabulation Packet
for
Solicitation 12732-035**

Beach Equipment Rental Concession

Bid Designation: Public



City of Fort Lauderdale

Bid #12732-035 - Beach Equipment Rental Concession

Creation Date **Oct 25, 2022**


End Date **Nov 28, 2022 2:00:00 PM EST**

Start Date **Oct 27, 2022 12:16:36 PM EDT**

Awarded Date **Not Yet Awarded**

12732-035--01-01 DO NOT SUBMIT PRICES HERE					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Boucher Brothers Management, Inc	First Offer - \$0.00	1 / each	\$0.00	Y	Y
Product Code:			Supplier Product Code: RFP 12732-035		
Agency Notes:			Supplier Notes:		

Supplier Totals

f Boucher Brothers Management, Inc		\$0.00
Bid Contact Todd Hill todd.hill@boucherbrothers.com Ph 305-924-0699	Address 1451 Ocean Dr Suite 205 Miami Beach, FL 33139	
Agency Notes:	Supplier Notes:	Head Attch: 

**

Boucher Brothers Management, Inc

Bid Contact **Todd Hill**
todd.hill@boucherbrothers.com
Ph 305-924-0699

Address **1451 Ocean Dr Suite 205**
Miami Beach, FL 33139

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
12732-035--01-01	DO NOT SUBMIT PRICES HERE	Supplier Product Code: RFP 12732-035	First Offer - \$0.00	1 / each	\$0.00	Y Y

Supplier Total **\$0.00**

Boucher Brothers Management, Inc

Item: **DO NOT SUBMIT PRICES HERE**

Attachments

Fort Lauderdale RFP FINAL FINAL.pdf



RESPONSE TO REQUEST FOR PROPOSALS

(RFP) # 12732-035

CITY OF FORT LAUDERDALE

BEACH EQUIPMENT RENTAL CONCESSION



RFP ISSUANCE DATED: NOVEMBER 4, 2022

PROPOSALS DUE: NOVEMBER 28, 2022

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TITLE PAGE**City of Fort Lauderdale Request for Proposals 12732-035 – Beach Equipment
Rental Concession**

Boucher Brothers Beach Management Fort Lauderdale, LLC, a Florida Limited
Liability Company. F.E.I.N. – 26-3102768

Boucher Brothers
1451 Ocean Drive, Suite 205
Miami Beach, FL 3319

Perry A. Boucher – Vice President – 305-535-8177
Adam A. Cedrati – CFO – 305-535-8177 ext. 120

November 28, 2022

Executive Summary

Boucher Brothers Beach Management Fort Lauderdale, LLC, hereafter referred to as “Boucher Brothers”, is a partnership of two highly successful beach management companies recognizing the benefit of joining together to offer the City of Fort Lauderdale our mutual years of experience, resources and capabilities.

Beached Management, Inc, is owned by the Perry Family, who have operated the beach concession in Fort Lauderdale since 1937. The long and storied partnership between the Perry Family and the City has provided millions of visitors to Fort Lauderdale beaches with a pleasurable and memorable experience. This family has dedicated their entire professional lives to providing the City of Fort Lauderdale with an efficient and courteous beach-equipment rental service that makes Fort Lauderdale’s beaches more comfortable for residents and tourists to enjoy. The longevity of this partnership is based on Beached Management’s commitment to the quality of the experience of those who come to enjoy Fort Lauderdale’s most important asset with friendly, personal, and courteous service.

Boucher Brothers Management Inc. is also a family-owned company that has been providing the tourism industry with pool, beach, water sports, large corporate group events and food and beverage services for over 33 years. Growing up and working on the beach, the Boucher family’s recreational adventures evolved into their own family business. Jim, Michael, Steven, and Perry now provide highly regarded concessions to some of the finest hotels and properties; serving a total of over 100 hotels and condominium properties and 45 blocks of public beach throughout Florida’s east and west coasts, and 50 blocks of public beach in Virginia Beach, Virginia.

The Boucher Brothers have established an incomparable track record for providing exceptional service to hotels and properties from three to five stars.

Throughout their years of experience, Jim, Michael, Steven, and Perry have dedicated themselves to guest satisfaction and outstanding customer service. This dedication is engrained in personnel who are equally committed to meeting customer needs and exceeding beachgoers expectations.

The Boucher Brothers have the elite privilege to have won the 5 Star Diamond Award from the American Academy of Hospitality Sciences for the last 15 years. Boucher Brothers consistently exceeds the expectations of some of the finest hotels’ most scrutinizing guests, providing them with pool, beach, water sports, corporate group event experiences and food and beverage service for corporate and leisure travelers seeking and expecting five-star quality service in all aspects of their recreation experience.

We have a dedicated team of officers, supervisory staff and key individuals who will be directly involved with the City of Fort Lauderdale Beach Equipment Rental Concession. The team includes, Charles Perry, Jim, Michael, Steven and Perry Boucher, Todd Hill, Andrea Figura and Cody Segal. Please refer to the Qualifications section for a detailed bio on each member.

It is a great privilege to have the opportunity to respond to RFP 12732-035 for the City of Fort Lauderdale Beach Equipment Rental Concession. Beached Management Inc. has enjoyed an 87 year partnership with the City of Fort Lauderdale in providing the Beach Equipment Rental Concession service on Fort Lauderdale Beach. Boucher Brothers Management, Inc. has also

been honored to serve as the City of Fort Lauderdale's Watersports Concessionaire for many years. We have never been in litigation with the City of Fort Lauderdale and we are not in arrears or in default with the City.

Together, Boucher Brothers is confident the extensive experience and resources of the combined companies, coupled with our passion for service, can provide the City of Fort Lauderdale with an unparalleled guest experience.

Given the opportunity to serve as Fort Lauderdale's Beach Equipment Rental Concession vendor, our fortified partnership commits to improving the quality of service and experience to locals and tourists on the beautiful beaches of Fort Lauderdale, while increasing revenues and expanding services for the City. We are very grateful to have the opportunity to present this bid to you and thank you for your time and consideration.

Perry A. Boucher, Vice President Boucher Brothers Beach Management Fort Lauderdale, LLC

1451 Ocean Drive, Suite 205

Miami Beach, FL 33139

305-535-8177

Pboucher2@gmail.com; adam.cedrati@boucherbrothers.com

EXPERIENCE & QUALIFICATIONS:

EXPERIENCE

The Boucher Brothers' various corporate entities are currently providing beach and waterfront concession services in diverse locations. Our portfolio of management services includes:

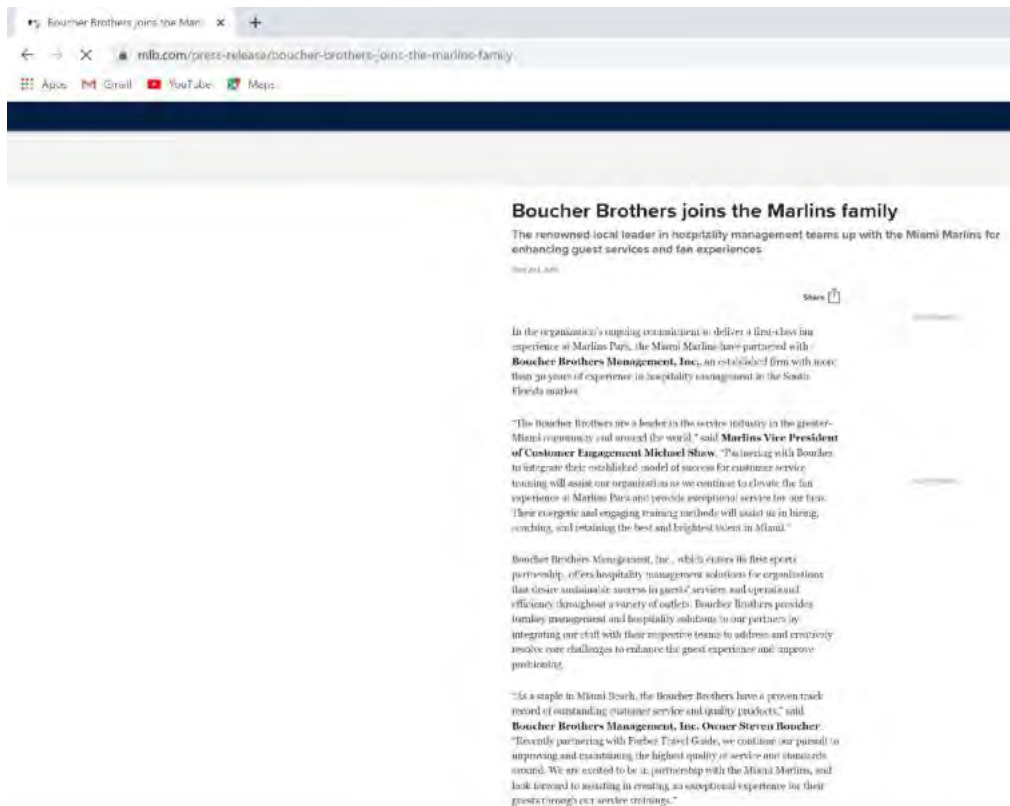
- Boucher Brothers Beach Management Fort Lauderdale, LLC has over fourteen (14) years of experience operating the public beach for the City of Fort Lauderdale.
- Nine (9) municipal contracts: Miami Beach/Lummas Park, Ocean Terrace; Miami Beach/21st Street & 46th Street Beach and Concession stands; Miami Dade County-Haulover Beach; Fort Lauderdale; City of Hollywood, City of Pompano Beach, Siesta Beach Park (Sarasota County), Venice, FL and Virginia Beach
- Contributed over \$8 Million rent to the City of Fort Lauderdale since inception of our contract for Beach Concession Services.
- Manage beaches for over 50 hotels
- Contracted by over 110 hotels and condominiums to provide concession services.
- Serving patrons in excess of 15,000 hotel rooms
- Catering to residents of 5,300 condominium units at eight condominium buildings.
- Providing food and beverage services across multiple locations that produce combined annual revenues in excess of \$10 Million Dollars
- Providing in excess of 18,000 chairs.
- Providing concession services to 80 blocks of public beaches.
- Operating beach concessions in over 25 cities of which 23 are located in Florida, include the following locations:
 - Bal Harbour, FL
 - Boca Raton, FL
 - Clearwater, FL
 - Daytona, FL
 - Deerfield, FL
 - Fernandina Beach, FL
 - Fort Lauderdale, FL
 - Hallandale, FL
 - Hollywood, FL
 - Jenson Beach, FL
 - Longboat Key, FL
 - Manalapan, FL
 - Miami Beach, FL
 - Miami, FL
 - Naples, FL
 - Palm Beach, FL
 - Pompano Beach, FL

- San Diego, CA
- Sarasota, FL
- Siesta Key, FL
- St. Augustine, FL
- St. Petersburg, FL
- Sunny Isles Beach, FL
- Venice, FL
- Virginia Beach, VA

In addition to our current portfolio, we have been privileged to provide consulting services and participate in hotel and concession openings in following international markets:

- Sayan, China
- Bodrium, Turkey
- Kanai, Mexico
- Riviera Maya, Mexico
- Abu Dhabi, UAE
- Italy

We have also partnered with the Florida Marlins to provide customer service training to their concession personnel. Please refer to the following link for a copy of Major League Baseball’s press release. (<https://www.mlb.com/press-release/boucher-brothers-joins-the-marlins-family>)



Our experience and relationships with concessions range from small boutique hotel concession services which cater to a luxury market, to managing large public municipal beach concession operations. Over the years, we have developed procedures and corresponding written policies and management tools enabling us to professionally manage varying demographics, levels of service, populations, and beach conditions. Throughout our various entities and locations, we employ a labor force in excess of 1,400 team members comprised of, directors, managers, accountants, administrative staff, operational personnel, and beach attendants.

QUALIFICATIONS

Charles Perry, James, Michael, Steven and Perry Boucher have been operating and managing beachfront and pool concessions at some of the finest hotels and beaches in South Florida for over 65 years. Boucher Brothers ownership has gained extensive experience with operating beachfront concessions and while doing so, also fine-tuned their collective and individual talents and strengths. This collaboration reinforces the company's organizational capacity, financial strength, and ability to flourish. Each owner is fully qualified, cross-trained, and experienced in hiring, training, and supervising staff, as well as in overseeing all aspects of day-to-day operations. The principals of Boucher Brothers and senior management, and their respective organizational responsibilities, are:

Charlie Perry – President



Strategic Development & Vision Planning

- Overseeing the complete operation of the company and ensuring all goals are met based on the company's strategic plans.
- Maintaining awareness and knowledge of the company's daily finances.
- Creating and maintaining relationships with the community and industry leaders.
- Analyzing budgets and financial reports.
- Monitor and evaluate adherence to strategic plan and execute status reports to shareholders

James Boucher – CEO



Strategic Development & Vision Planning

- Set forth the corporate vision and mission of the organization.
- Representation of ownership in industry-group conferences, professional associations, and other public venues.
- Forecast and plan vision with shareholders.
- Layout strategic plan and identify emerging markets for business development
- Develop strategic initiatives and objectives for all business priorities
- Monitor and evaluate adherence to strategic plan and execute status reports to shareholders

Michael Boucher – Vice President



Brand and Client Management & Strategic Development

- Identify emerging markets for business development.
- Create new partnerships and cultivate existing relationships to secure and expand recurring revenue streams.
- Develop and implement systems for tracking and reporting on the progress of the strategic plan implementation.
- Supply tactical diplomacy in client relations and business development.
- Develop and secure brand management in domestic markets

Steven Boucher – Vice President



Business Implementation

- Structure and lead teams to deliver outstanding client work.
- Address organizational challenges.
- Lead, coach, develop, and retain senior management team with an emphasis on developing capacity in strategic analysis and planning.
- Develop thought leadership around specific topics/emerging practice areas.
- Identify best practices and improve internal systems with an eye toward future needs and budget realities.
- Provide analytical support for internal management reporting capabilities.

Perry Boucher – Vice President



Chief Investments and Financial Planning

- Advise the president and other key members of senior management on financial planning, budgeting, cash flow, investment priorities, and policy matters.
- Effectively communicate and present critical financial matters at shareholder meetings.
- Contribute to the development of strategic goals and objectives as well as the overall management of the organization.
- Represent the organization externally, as necessary, particularly in banking and lease negotiations.
- Plan, coordinate, and execute the annual budget process.

Todd Hill – Vice President of Strategy & Business Development



Strategy & Business Development

- Perform market research, and analytics to determine target strategies in bids and contractual negotiations.
- Lead process improvement activities to deliver efficiency and consistency in the development team's approach to prospecting.
- Serve as a key member of the executive team that establishes the company's strategic direction with ownership.
- Spearhead business development initiatives that are consistent with the company's overall strategy.
- Responsible for design and curation of outdoor concession areas.

Andrea Figura – General Manager



Operation & Implementation

- Responsible for operations and logistics.
- Responsible for leadership development of management personnel.
- Ensure compliance with contractual obligations with upland property and owners.
- Fosters high level partnership and client engagement.
- Responsible for Marketing, Merchandising and Branding.
- Oversee day-to-day implementation and execution of operational plan and procedures.

Cody Segall – Area Director

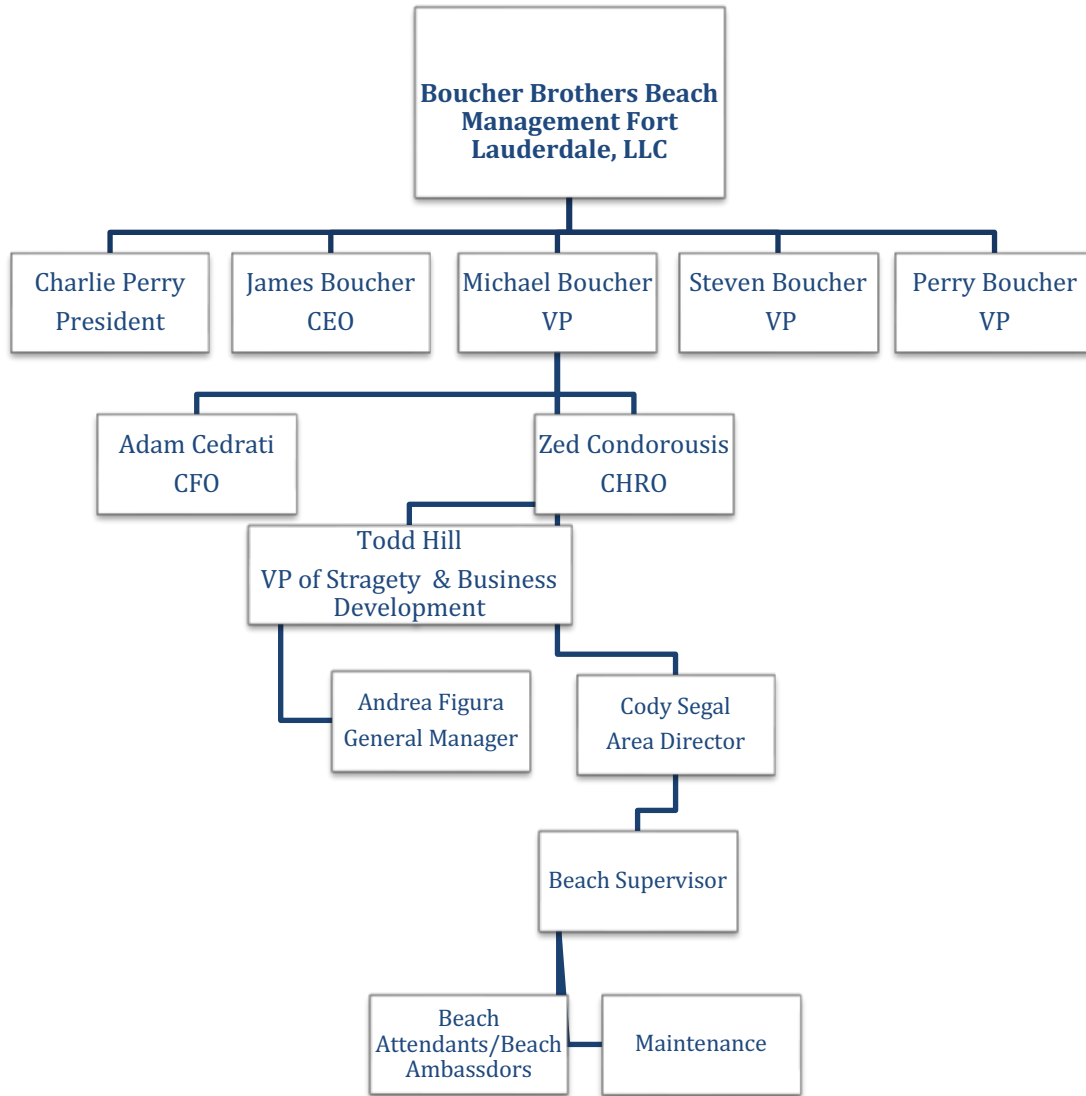


Operation & Implementation

- Responsible for day-to-day implementation and execution of operational plan and procedures.
- Drives guest satisfaction by maintaining Forbes service quality standards.
- Facilitates and drives enterprise operations, talent development and management initiatives to maximize beach strength, improve retention, and enhance career development for high performers.
- Prepares monthly and annual departmental budgets inclusive of forecasts and supporting documentation for review. procedures.

Organizational Chart

Boucher Brothers Beach Management Fort Lauderdale, LLC



Management of Public Facilities

In addition to managing and operating sixteen (16) food and beverage facilities on the public beach; we also operate food concessions for three (3) hotels, and we control three food trucks, two office building along with a separate warehouse facility which we use to store and repair our equipment used in public concessions. Throughout our tenure, we have partnered with cities and utilized various public facilities in the routine course of business, and for emergency operations. The public beach concession agreement with the City of Miami Beach provides for Boucher Brothers to collaborate with City of Miami Beach staff for the removal of city-owned and privately-owned beach equipment for storage in the Miami Beach Convention Center whenever a Hurricane Watch goes into effect. Each year we conduct an emergency evacuation simulation to keep our staff properly informed on how to effectively and efficiently store and maintain the equipment and interface with public building procedures and municipal staff.

In September 2017, the entire State of Florida was under a Hurricane Watch due to Hurricane Irma. Boucher Brothers demonstrated its ability to safely and effectively remove all equipment from our South Florida public beaches. Once given the green light, we were able to return all equipment to the beach and commence operations with as little disruption to service as possible.

We feel the City of Fort Lauderdale would be well served by and could rely on our firm in all professional service and contractual compliance areas, and that our firm would be the perfect fit for the City's Concession services. The following is a summary of the Boucher Brother's impeccable reputation in the public sector arena:

- Boucher Brothers has never been terminated during a contract by a public sector client;
- Boucher Brothers has never been threatened with a termination in mid-contract by a public sector client;
- Boucher Brothers has never changed its product rental rates without obtaining prior approval by the public sector client;
- Boucher Brothers has never charged a price that is different that what was approved by the public sector client; and
- Boucher Brothers has never been charged with contractual noncompliance of a contract with a public sector client, nor has Boucher Brothers ever been the subject of a City Commission action item to address contractual compliance and possible termination.
- Boucher Brothers has never not had a renewal option exercised by a public sector client;

As a symbol of, and reward for, our commitment to superb service, the Boucher Brothers are proud repeat recipients of the Five Star Diamond Award presented by the American Academy of Hospitality Sciences (AAHS) in recognition of consistently maintaining standards of high quality and outstanding services. The Boucher Brothers have been awarded five stars from the AAHS for over ten years. The AAHS was founded in 1949 and recognizes businesses annually in areas of hospitality, gastronomy, attitude, quality, cleanliness and above all else, service.



The American Academy of Hospitality Sciences

The common theme throughout our response is service. It's what we are known for and what we do best. Our commitment to service and knowhow of being an excellent partner to the public beaches we service is why we will exceed the Minimum Qualifications required in this RFP. As a good partner, our beach concession areas will be set up timely, with clean cut easily identifiable employees who will remain in uniform throughout the entire day. Our employees will be well trained, courteous, and subjected to an electronic verification and background check prior to employment on our beaches. We will obey all rules and regulations within our potential contract and will work with the City should special events be granted on the beach. We have a history of proper governance and contractual compliance. We take pressure off the municipalities and counties we work with because we comply with all material aspects of the contacts we are privileged to operate. Running a beach concession is easy, complying with the details of a contract is hard for most, but is second nature for us.

Company Information:

Boucher Brothers Beach Management Fort Lauderdale, LLC is classified as a Partnership. Our corporate name is registered with the State of Florida and is in good legal standing with the State.

Boucher Brothers Beach Management Fort Lauderdale, LLC
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Fort Lauderdale, FL 33305
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Website: www.boucherbrothers.com | www.bouyahwatersports.com

APPROACH TO SCOPE OF WORK

We, at Boucher Brothers, understand the various factors, expectations and responsibilities that result from being awarded and entrusted a professional services contract by a governmental agency. A partnership is forged between the public sector client and chosen vendor, which should result in the government and its citizens/users receiving a high level of service from the vendor.

As the City of Fort Lauderdale's current Beach Equipment Rental Concessionaire, we will need **zero** calendar days from award of contract to initial operations.

What separates Boucher Brothers from our competition is our firmwide and top to bottom philosophy, understanding and approach to servicing public sector contracts at the utmost and highest levels. When our company is awarded a municipal contract, our furnishing of great, products and services to your City and your residents is only the beginning of our arrangement with you, the client. We know and truly get that our complete understanding of and corresponding compliance with all aspects and components of your contract is just as important and crucial to ensuring that we not only meet but exceed your expectations. We realize that your staff is very busy with multiple and extensive responsibilities in their services of the public in many areas and we pride ourselves on not disrupting our clients' daily professional regimens. This approach is imperative to ensure that your staff can not only rely on us, but also know that all administrative, ministerial, compliance, notification, prior approval, fiscal record keeping, and mandated submittal reporting provisions are being handled on our end. Additionally, our company guarantee to you, is there will never be any surprises, delays or issues responding to any of your needs, questions, or requests within a timely manner.

When we enter into a contract with a public entity, Boucher Brothers realize that true accountability and transparency are expected and the norm going forward. True and consistent contractual compliance through the entire contractual term in **ALL** areas is necessary and vital. Examples of just some of these areas are worth mentioning:

- Adherence to highest customers service standards.
- Implementation for strict internal policies to ensure compliance with environmental regulations.
- Timely payment submittals to the City;
- Attaining prior approval / permission from City for changes before implementation;
- Timely submittal of mandated City reports in understandable, user-friendly formats;
- Proper and accurate, detailed and informative accounting /record keeping adhering to expected professional standards;
- Boucher Brothers has never appeared in the press in an article that dealt with any of the immediate previous detailed areas, or in a negative light that would reflect negatively on our firm or the public sector client that we are servicing;
- Boucher Brothers has never had a public sector client ask to remove any of our assigned beach staff;
- Boucher Brothers has never been late or delinquent with a revenue payment to a public sector client; and
- Boucher Brothers has always dealt in a good faith, forthright and honest manner with

public sector clients in original contract, renewal option and/or contractual extension negotiations, with said negotiation never becoming a point of contention between the public sector client and us.

These are just some of the examples of our firm's thorough diligence and extensive attention to detail we employ when reviewing, understanding, and responding to your RFP. We firmly believe that Boucher Brothers will provide the highest quality Concession service to the City, its residents, and visitors.

Reports and Records

All financial records and business records will be made accessible to the City staff, upon request, during normal operating hours and at a location within the City.

Technology – Beach Concessions

Boucher Brothers uses one of the most popular and robust point of sale systems (Square) for payment processing and reconciliation. Square will provide the City and Boucher Brothers with a plethora of benefits including but not limited to the following:

- PCI (Payment Credit Industry) Compliant
- Realtime access to the sales and analytics for Beach Rental.
- QR codes will be placed on beach rental setup to allow for online payment and seamless rental process from guests. This will function as a secondary method to secure vacant rental setup. Guests will have the option to interact with supervisors and beach ambassadors as well to secure rental.
- Inventory management that works across multiple locations and platforms.
- Trust in robust analytics to make informed decisions about staffing and sales.

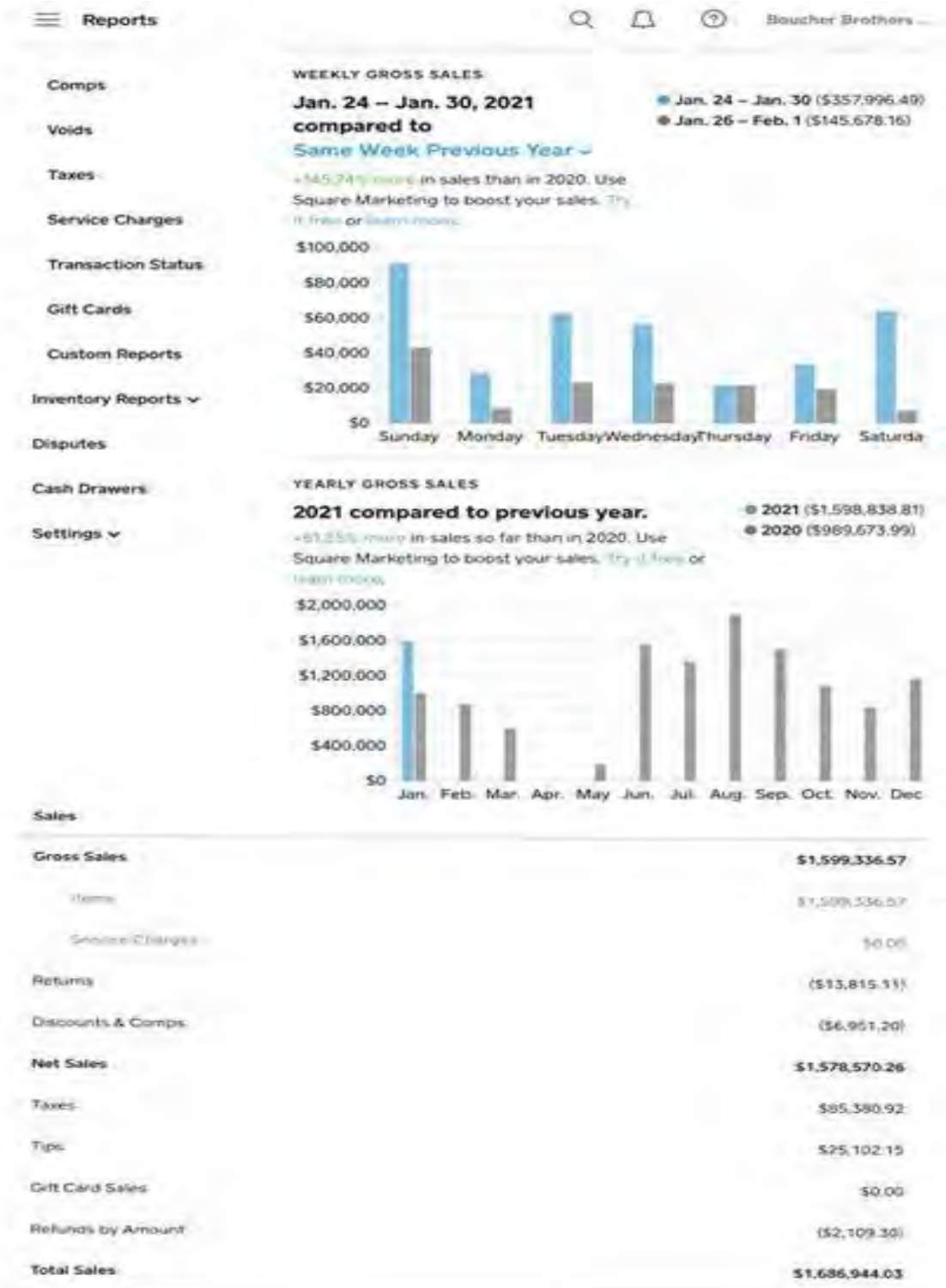
This technology is currently being utilized within our concessions on Fort Lauderdale Beach. Square along with its contactless payment options has allowed us to move almost completely away from cash. We only take cash as a last resort to accommodate guests. Square allows us to maximize revenue collected and rent paid to the City.

Contactless Payments



Square Dashboard





Financial Records

With several decades of experience managing multiple small and large contracts for concession services, Boucher Brothers has prudently and responsibly obtained resources and relationships to grow our business. We have substantial capital and the financial means to manage the City's public beach. Furthermore, we have developed banking relationships, which will enable us to successfully access financial support, if necessary. Our accounting firm, Eisner Amper, LLP, prepares a Reviewed Financial Statement for our operations on an annual basis. Eisner Amper consistently ranks as one of the top 25 accounting firms in the Country.

Boucher Brothers is in excellent financial condition. We have the resources and ability to satisfy the needs of the City contract. We have never missed a rental payment to a municipality in our 33-year history. We have never filed for bankruptcy and there are no impending mergers on the horizon. Furthermore, there is no pending litigation that would have a material effect on our ability to service this contract should we be fortunate to be selected by City.

Operations Plan and Approach

Boucher Brothers understand the needs and requirements of City and what we specialize in is a concession service that is supported by:

- Experienced, trained, professional, courteous, and knowledgeable staff
- Knowledge of the area and the type of visitors who frequent the area
- Sensitivity to resident needs
- The best and most durable equipment
- Efficient plans for movement of equipment on both a daily basis and in case of emergency
- Cashless Beach Operation (wherever possible) to maximize revenue growth and City rent.
- Ability to boost revenue
- Safe working procedures and environment
- Creative approach to new services
- Ability to promote and market the City area as a 5-star destination
- Creation and maintenance of customer service levels that ensure repeat business
- Awareness and respect for our natural resources and environment

Boucher Brothers will staff the Concession Areas with quality personnel who will share in a bonus incentive program. Boucher Brothers is proud to have the financial capacity to make the substantial investment the contract requires.

Our staff have a combined experience of over 150 years. They are a valuable group of talented individuals with a true passion for service.. We will commit to creating jobs for local talent that understand the City market. In our many years of experience we have come to realize that employee satisfaction is something that can never be compromised, because ultimately, it affects the level of customer service guests experience.

To provide consistent and excellent service in the three (3) states in which we currently operate, Boucher Brothers adheres to strict standards for the appearance of staff, cleanliness, uniforms, equipment, and service to customers. These standards will be implemented and supervised by administrators and personnel as outlined in the enclosed proposed Organizational Chart for the City. Boucher Brothers' policy is to perform a background check on every employee we hire.



BOUCHER BROTHERS FORBES PILLARS



REPRESENT PROFESSIONALLY	ENGAGEMENT	EXPERTISE
<ul style="list-style-type: none"> • Smile • Make eye contact • Maintain an engaging expression • Well positioned with an alert posture. Avoid hands in pocket, folded arms, and grouping. • Listen and avoid interrupting the guest • Genuine sense of interest • Show concern and empathy • Self control in challenging interactions • Well groomed • Immaculate uniforms • Avoid excessive chatting amongst staff • Avoid drinking, eating, smoking in guest view • Polite and gracious tone of voice 	<ul style="list-style-type: none"> • 10 x 5 Rule (including guest in line): Smile and make eye contact with all guest within 10 feet of you. Verbally greet all guest within 5 feet of you as a form of acknowledgment • Appropriate pace throughout interaction • Naturally utilize the guest name minimum of 2 times • Personalize interaction • Close interactions with sincere farewell and show appreciation 	<ul style="list-style-type: none"> • Staff is thoughtful and intuitive, demonstrating anticipatory service. At no point in time should th guest request service • Staff avoids phrase fragments and slang • Channels of communication amongst staff are consistent and complete. Guest should not repeat request at any time. • Staff is well informed about the requirements within their department • Staff is well informed about all outlets in their resort. Readily capable of answering any guest questions. • Staff is attentive but not intrusive • Staff does not decline any request without offering an appropriate alternative

Appearance of Staff

From front line staff to support personnel to management, all Boucher Brothers service personnel will be easily recognizable, as the company has a strict dress code. Taking the lead from the top-quality hotels we serve, Boucher Brothers ensures that each and every employee has a professional appearance, with uniforms identifying him or her as a member of the beach service team. Each and every staff member is an ambassador of the City, representing the best we have to offer.

LADIES

LADIES TANK



12 Available Colors



LADIES POLO



21 Available Colors



LADIES SKORT



MEN


MEN POLO





Service to Customers

All our employees go through a rigorous training process and are trained with the enclosed 12-point “Boucher Brothers Keys to Success” which stresses a positive and professional attitude and trains ambassadors to use correct vocabulary terms to ensure that Boucher Brothers’ staff consistently and respectfully communicate with our customers.

Keys to Success



KEYS TO SUCCESS

- 1. WHY BE GOOD WHEN YOU CAN BE GREAT?**
- 2. OUR EQUIPMENT AND OUR SERVICE IS OUR BRAND. PROTECT THEM WITH EVERYTHING YOU HAVE.**
- 3. EVERY GUEST. EVERY TIME. NO EXCEPTIONS. NO EXCUSES.**
- 4. ALL EYES ON US. ON OR OFF THE BEACH.**
- 5. WE ARE ONE WITH OUR PARTNERS, WHAT'S IMPORTANT TO THEM IS IMPORTANT TO US.**
- 6. LEADERSHIP IS A CHOICE. TITLES DON'T MAKE LEADERS. ACTIONS DO.**
- 7. NEVER COMPROMISE. TAKE PRIDE IN YOUR CRAFT. A SMALL DEAL IS A BIG DEAL.**
- 8. DRESS THE WAY YOU WOULD LIKE TO BE ADDRESSED.**
- 9. WE DEPEND ON YOU. BE ON TIME, ALL THE TIME.**
- 10. WWS - WATCH WINDS AND SKIES**
- 11. NO SNAILS ON OUR TRAILS. IT'S YOUR HOUSE. TAKE CARE OF IT.**
- 12. FAMILY STICKS TOGETHER. ONE TEAM ONE DREAM.**

We employ role-play strategies in training our staff, presenting several issues so they know how to handle almost any guest situation. Furthermore, we do not hire employees; we hire "Beach Ambassadors." Our Ambassadors will be trained in the culture of the City. Our Ambassadors will have the ability to assist tourists regarding local restaurants, knowledge of the area and attractions as well as fun facts about Fort Lauderdale itself. Our goal is to exceed our guests' expectations at every service level.

Additionally, each ambassador will be fully trained in interpersonal skills to be courteous and approachable. It is the responsibility of the ambassador to fulfill any reasonable request. When guests approach the welcome station, the beach ambassador will greet them, answer any questions, and escort them to the chair where the ambassador will set it up for them. If a guest seats himself or herself while the ambassador is busy, the ambassador will approach the guest as soon as is possible and inform them of the rates. Should the guest not wish to stay and rent a chair, the guest will be under no obligation to pay. A guest should never wait more than five minutes to be attended to. A supervisor will verify rentals throughout the day. During these inspections the supervisor will inspect the area to ensure that the area is clean and well organized. Boucher Brothers believes that hawking or in any other way disturbing guests that do not wish to rent equipment is a completely unacceptable way to attract business and will therefore never employ such techniques.



BOUCHER  BROTHERS



STEPS OF SERVICE



- 1. GREET THE GUEST IN A GREAT WAY**
- 2. OBTAIN AND UTILIZE THE GUESTS LAST NAME NATURALLY IN CONVERSATION**
- 3. ENSURE OUR GUEST IS AWARE OF THE VARIOUS WAYS THEY CAN SPEND THEIR THE DAY ON THE BEACH**
- 4. OFFER ALL OF OUR AMENITIES, F&B, WATERSPORTS, LOTIONS TO OUR GUESTS**
- 5. INVEST IN YOUR GUEST!**

This post pandemic environment has placed a premium on service sector/hospitality employees. To compete in this tight labor market, Boucher Brothers would like to implement an automatic 10% gratuity on sales and rentals. **100% of this gratuity would go to Fort Lauderdale team members.** The automatic gratuity is currently in place at several of our locations throughout South Florida and has proven to increase employee morale. More importantly, we've received little to no complaints from guests who pay this fee. If approved, we hope the City will allow for 100% of the automatic gratuity to be paid to our valued team members.

To further show our commitment to Boucher staff, in May of 2022 Boucher Brothers launched a 401k plan that allows for immediate vesting and up to 4% match for all employees with at least six months of service.

Days and Hours of Operation

The Concession Areas will be open seven days a week. From October to May operating hours will be from 10:00 a.m. to 6 p.m. From June to September operating hours will be from 10:00 a.m. to 7:00 p.m. Daily Activation will be subject to demand, seasonality, and inclement weather. On slower volume days, the number of activated sections will be reduced to accommodate demand.

Management Plans and Staffing Plan

Charles Perry and Cody Segall will oversee all operations of the concession sites and will be a hands-on member of the team with a daily presence on site. A Broward County resident, Charles knows the market and has extensive experience in all aspects of concession site operations and management. Boucher Brothers will have a full-time representative whose responsibility is to inspect and oversee daily operations, including the maintenance and clean-up of the beach concession site areas. We will adjust staffing levels throughout the year depending on seasonality and time of year. Boucher Brothers will make sure all Concession Areas always have the appropriate level of staffing to meet Boucher Brothers exacting service standards. Boucher Brothers shall staff up to following levels pending demand, weather, and seasonality.

Code Section 8-55.4

Boucher Brothers is aware of new code section 8-55.4, Title "Sale, Service, and Consumption of Food and Alcoholic Beverages" which will allow Hotel Owners and Operators to sell, serve and deliver food and alcoholic beverages on the public beach for consumption by hotel guests or any person renting a beach chair. Boucher welcomes this new ordinance and the opportunity it creates. Boucher Brothers looks forward to working with hotels to provide enhanced guest services in any way possible.

Proposed Scheduling (Subject to change pending demand and seasonality)

High Season

Fort Lauderdale Beach Operations				Hours of Operations: 10-7 EST			
*For the months of October through May operation hours will be 10am to 6pm and June to September 10am to 7pm (pending weather and demand)							
Management Team	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Director	ON	ON	ON	ON	OFF	OFF	ON
Manager	1	1	1	OFF	1	1	OFF
Assistant Managers	2	2	2	1	1	1	2
Bahia Mar	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Beach Attendants	2	2	2	1	1	1	1
Maren Hotel	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Beach Attendants	2	2	2	1	1	1	1
Marriott Courtyard	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Beach Attendants	2	2	2	1	1	1	1
Beach Place	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Beach Attendants	2	2	2	1	1	1	1
Ritz Carlton	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Supervisor	1	1	1	1	1	1	1
Beach Attendants	2	2	2	1	1	1	1
AC Hotel	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Beach Attendants	2	2	2	2	1	1	1
Westin Hotel	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Supervisor	1	1	1	1	1	OFF	OFF
Beach Attendants	2	2	2	1	1	2	2
W Hotel	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Supervisor	1	1	1	1	OFF	OFF	1
Beach Attendants	3	3	3	1	2	1	2
Hilton	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Supervisor	1	1	1	1	1	OFF	OFF
Beach Attendants	2	2	2	1	1	1	1
Four Seasons	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Supervisor	1	1	1	OFF	OFF	1	1
Beach Concierge	1	1	1	1	1	1	1
Beach Attendants	2	3	2	2	2	1	1
Conrad	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Supervisor	1	1	1	1	1	OFF	OFF
Beach Attendants	2	3	2	1	1	2	2
Atlantic Hotel	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Beach Attendants	2	2	2	2	2	2	2
Paramount	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Beach Attendants	1	1	1	1	1	1	1
Sonestra	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Supervisor	1	1	1	1	1	1	1
Beach Attendants	2	3	2	1	1	1	1

Hours will be reduced and adjusted accordingly

Proposed Scheduling (Subject to change pending demand and seasonality)

Low Season

Fort Lauderdale Beach Operations				Hours of Operations: 10-7 EST			
*For the months of October through May operation hours will be 10am to 6pm and June to September 10am to 7pm (pending weather and demand)							
Management Team	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Director	ON	ON	ON	ON	OFF	OFF	ON
Manager	1	1	1	OFF	1	1	OFF
Assistant Managers	1	1	1	1	1	1	1
Bahla Mar	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Beach Attendants	1	1	1	1	1	1	1
Maren Hotel	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Beach Attendants	1	1	1	1	1	1	1
Marriott Courtyard	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Beach Attendants	1	1	1	1	1	1	1
Beach Place	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Beach Attendants	1	1	1	1	1	1	1
Ritz Carlton	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Supervisor	1	1	1	1	0	0	1
Beach Attendants	1	1	1	1	1	1	1
AC Hotel	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Beach Attendants	2	2	2	1	1	1	1
Westin Hotel	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Supervisor	1	1	1	1	1	OFF	OFF
Beach Attendants	1	1	1	0	0	1	1
W Hotel	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Supervisor	1	1	1	1	OFF	OFF	1
Beach Attendants	1	2	2	1	1	1	1
Hilton	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Supervisor	1	1	1	1	0	0	1
Beach Attendants	1	1	1	1	1	1	1
Four Seasons	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Supervisor	1	1	1	OFF	OFF	1	1
Beach Concierge	1	1	1	1	1	1	1
Beach Attendants	1	2	1	1	1	1	1
Conrad	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Supervisor	1	1	1	1	1	OFF	OFF
Beach Attendants	1	2	1	1	1	1	1
Atlantic Hotel	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Beach Attendants	1	1	1	1	1	1	1
Paramount	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Beach Attendants	1	1	1	1	1	1	1
Sonesta	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Supervisor	1	1	1	1	0	0	1
Beach Attendants	1	1	1	1	1	1	1

Hours will be reduced and adjusted accordingly

In addition to the aforementioned staffing levels, Boucher Brothers shall continue to dedicate resources from senior management to support departments to the day-to-day operations in the City of Fort Lauderdale to ensure an elevated beach experience is maintained. We have multiple departments and offices within a 5-10 miles radius that currently provide support to our onsite Team in Fort Lauderdale to ensure a successful and effective operation.

Daily Procedures

Boucher Brothers has found that the most effective and efficient process for the daily beach concession set-up is to pre-arrange the chairs and umbrellas at the onset of each day. All placement Areas and Set ups will be in accordance with the guidelines set out in RFP.

Beach Rental Concession

- Equipment shall not exceed the eastern (line of site) boundary of the lifeguard towers unless otherwise approved by the City.
- Beach setup will consist of 2 chair and 1 umbrella or 1 daybed and cabana.
- One chair may be placed on either side of each beach umbrella.
- Windbreaker / cabana shall be placed so that there is a minimum clearance of 6' between each windbreaker / cabana on all sides.
- The windbreakers/cabanas will be set up according to the wind direction.
- Once all equipment is set, the beach attendant will set up the welcome station and prepare to receive beach guests.
- At 4pm the supervisor will begin collection of equipment to return them to the storage area. The time of collection may be brought forward at the discretion of supervisor due to inclement weather or other reasons deemed necessary.
- The beach attendant will help close the concession area by storing and securing the equipment in a neat and orderly fashion on the beach. Those items not allowed to be stored on the beach will be taken to an offsite facility.

Method to Anchor Equipment

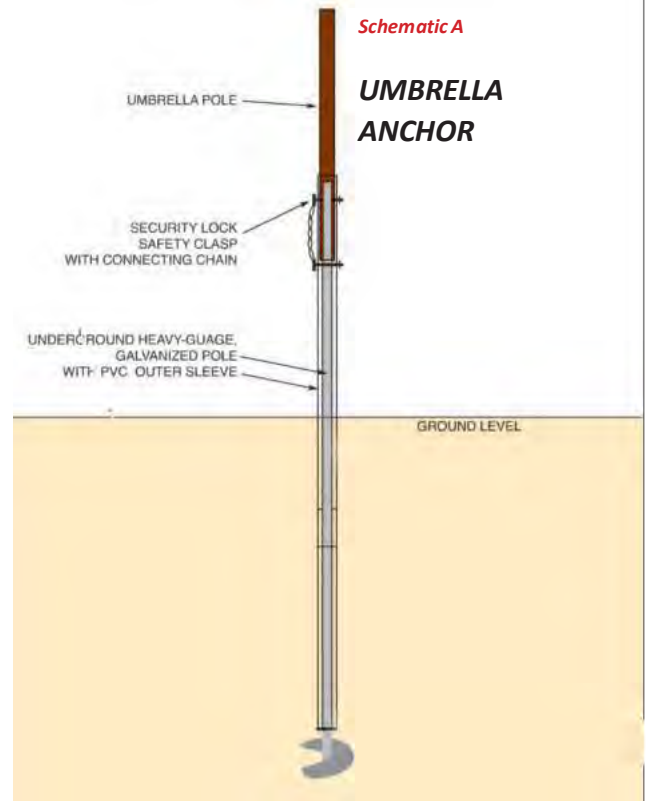
UMBRELLAS (Please refer to schematic A below)

All umbrellas will be secured in the ground in the following manner:

- 1) Galvanized 1" pipe with a 1/2" white PVC sleeve is secured with galvanized bolts to a white 5-gallon bucket.
- 2) Pipe with sleeve has a stainless steel eyebolt with stainless steel swivel. Safety catch is bolted to top of 1" pipe.
- 3 Auger pipe is spun approx. 2-3 feet into the ground.
- 4) Attached to eyebolt is a stainless steel chain which feeds through stainless steel eyebolt attached to each umbrella.
- 5 Umbrella is then secured to chain with individual lock, and safety catch is clipped to chain.
- 6) The lock prevents anyone from removing umbrella from pole, and safety clip acts as a secondary safety mechanism, in the event the lock should become unlocked. This system ensures the umbrellas will remain stationary and secure at all times.

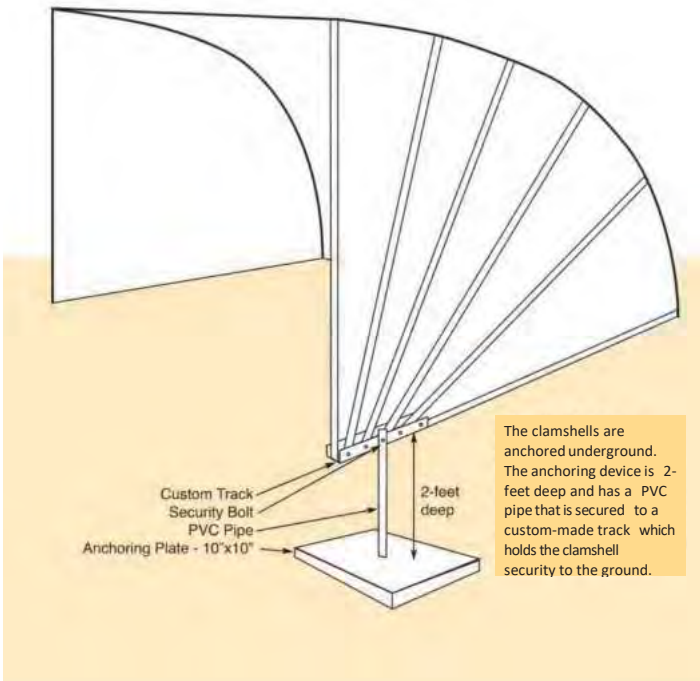
WINDBREAKER/CABANAS (Please refer to schematic B below)

At either end of each windbreaker/cabana, stainless steel metal ribs can be found, which are attached to a securing boot. The boot consists of a custom track into which the ribs fit, the bottom of which is bolted to a PVC pipe attached to an 8" x 8" square aluminum plate. This mechanism is buried 2 feet in the ground. With both ends of the clamshell buried in the ground, this system ensures that the cabana will not blow out of the ground, nor can it be easily removed by the general public.



Schematic A

CLAMSHELL ANCHORING DEVICE



ANCHOR



Site Plans

If awarded the contract, the Concession will consist of the following:





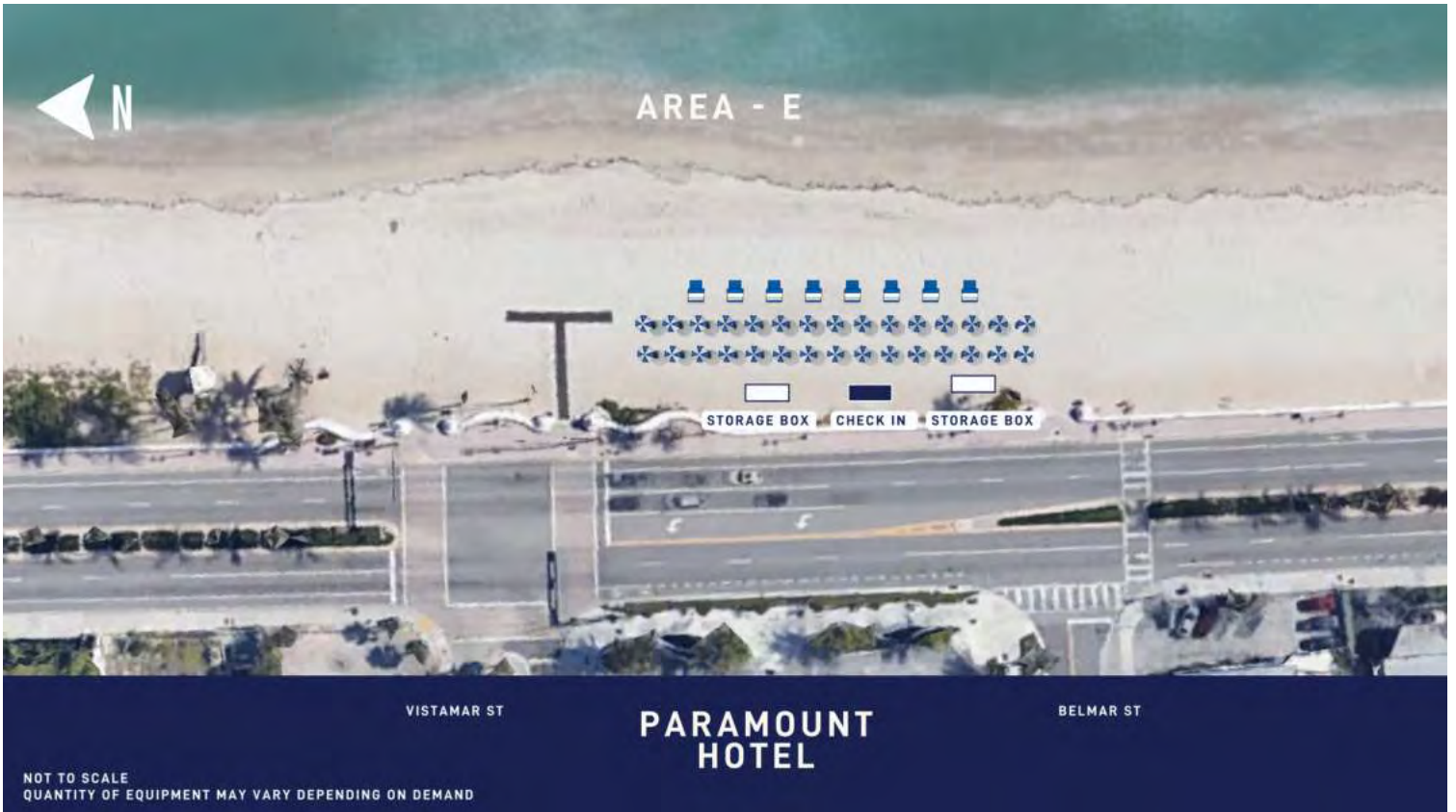














Beach Rental Equipment

Type of Equipment

We take pride in providing equipment of the highest quality and crisp appearance and propose to offer lounge chairs, sand chairs, umbrellas, cabanas, and day beds. Quality equipment will attract more customers and will increase revenues. We will also implement a luxury section. All proposed equipment will last at least the duration of the initial contract period and will be maintained accordingly for sanitation and aesthetics. If we are privilege enough to be awarded this RFP, we would be willing to co-brand our equipment with the Hotels and City's logo subject to City approval. Any equipment not meeting or exceeding the standards will be removed from operations immediately. All current and new equipment complies with the exacting standards set forth in the RFP.

Please find the proposed design and pricing below:





Daybeds and Cabanas



Steamer Chairs (comes with or without footrest)



Luxury Chaise Lounges



Standard Lounge



Umbrellas



Beach Equipment Rental Pricing

PRODUCTS AND EQUIPMENT FOR RESALE AND RENTAL:

Boucher Brothers takes pride in providing equipment of the highest quality. Based on this RFP, the Boucher Brothers will provide the following NEW equipment to residents and visitors of Fort Lauderdale Beach:

Beach Equipment – Subject to Market Based Pricing

- Daybed – Market \$100-\$350
- Luxury (padded) Chair - \$20
- Standard Lounge chair - \$18
- Sand Chair - \$15
- Sand Chair w/footrest - \$20
- Umbrella - \$30
- Cabana - \$40

Sundries

- Lotions and Oils – Between \$10 and \$20 – If allowed by City
- Boogie Boards - \$20 per day
- Paddle Boards - \$30 per hour
- Branded City Beach Towel (if permitted) - \$18
- Disposable Waterproof Camera (if permitted) - \$25
- Waters and Snacks (if permitted) - \$4-\$8

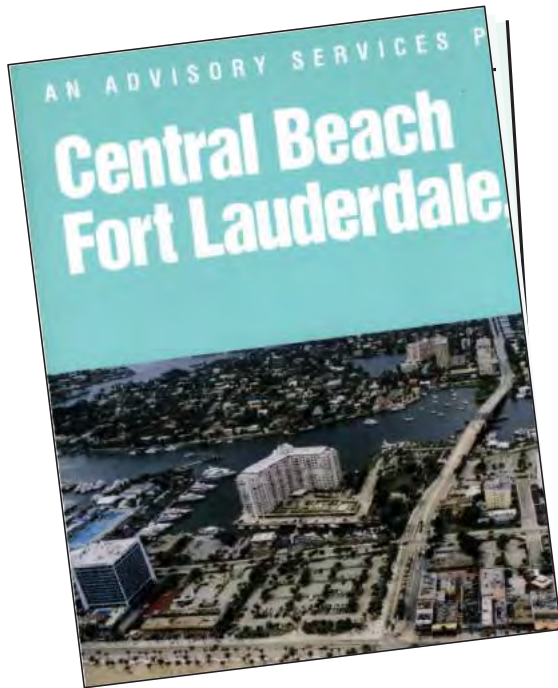
Market Based Pricing

Boucher Brothers requests the ability to charge market-based pricing during Special Events and Holiday weekends. A schedule of Special Events and holidays along with market based pricing will be approved in advance for the following calendar year by Mayor, Commission, or Designee.

Boucher Brothers Membership Program

- 2 Lounge Chairs or Two Folding Chairs/1 Umbrella or 1 Cabana - \$850 to \$1,150 Annual Membership or \$475 to \$775 for a Half-Year Membership
- 2 Lounge Chairs/1 Umbrella - \$700to \$1,000 Annual Membership or \$400 to \$700 for a Half-Year Membership
- 2 Lounge Chairs – No Umbrella - \$500 to \$800 Annual Membership or \$300 to \$600 for a Half-Year Membership
- Shade Package – 1 Umbrella - \$350 to \$650 Annual Membership

Concession Marketing Plan



Like Fort Lauderdale-Hollywood International Airport and Port Everglades, Fort Lauderdale Beach is and should be viewed as a vital and important economic engine for our community. As such, Boucher Brothers recognizes and is committed to working with the City and other stakeholders to improve upon and execute a market strategy to better promote our beach resources. Consistent with the conclusions of the Urban Land Institute's most recent Advisory Services Panel Report on "Central Beach: Fort Lauderdale, Florida," Boucher Brothers will invest the time and money to promote Fort Lauderdale Beach.

We have over 150 years of combined experience working with some of South Florida's, Virginia Beach's and California's finest hotels and have a keen sense of what it takes to successfully market concession services to the hotel guests. This is an area that has not been fully cultivated in Fort Lauderdale. Boucher Brothers has served the needs of hotel guests of all different types. From the high end guest in South Beach's most expensive hotels to the blue collar worker typical of Virginia Beach, Boucher Brothers has given customers the type of experience that makes them want to come back day after day and year after year.

- **Increase revenue for the City of Fort Lauderdale**
- **Improve quality of life enhancements for residents**
- **Serve the needs of the Marketplace**
- **Provide new equipment**
- **Provide compatible activities**
- **Provide more choices of service**
- **Eco-friendly maintenance & clean-up**
- **Set an example for philanthropic participation**
- **Increase hotel profits**
- **Form a marketing alliance with the Fort Lauderdale Convention & Visitors Bureau**
- **Trip Advisor**

The Fort Lauderdale community has a wonderful natural asset in its beach. While it is especially true among visitors that one can hardly think of “Fort Lauderdale” without also thinking “beach,” the fact is that despite this close association, the Fort Lauderdale community has terrific unrealized potential in its beach that continues to lie dormant. Boucher Brothers is mindful of this great value Fort Lauderdale has in its beach and will work actively and affirmatively to promote the beach as a destination. Boucher Brothers will integrate its marketing and promotional efforts with the numerous stakeholders who share an interest in seeing Fort Lauderdale’s beach more prominently and effectively promoted.

For the past 15 years, Boucher Brothers has operated the beach rental concessions for the City of Miami Beach, covering the high-traffic, 17-block area of South Beach. We have operated the beach rental concessions for the City of Virginia Beach for the last 15 years in their high-traffic area of the oceanfront which covers 42 blocks. Both operations have produced measurable results and received stellar reviews from both the public and private sectors for their accomplishments, with a noticeable enhancement in the level of goods and services provided. This coupled with Beached Management’s extensive experience in serving the Fort Lauderdale beach area can only ensure outstanding service.

The fundamental ingredient in the company’s success is its ability to provide a concierge level of service to all visitors at the public beaches they serve. Boucher Brothers makes extending the availability of five-star hotel hospitality to all beach users the hallmark of its success as a concession operator.

This intensive focus on delivering excellent guest service is precisely what Boucher Brothers intend to provide if it is privileged to serve the City of Fort Lauderdale under the proposed beach concession contract.

Fort Lauderdale has progressed, truly re-establishing itself as the “Venice of America” we realize the basic services provided to those who frequents the beach must change with the changing demographics and the growing demands of a competitive marketplace.

Proposed Amenities

Boucher Brothers’ record of success has been built on extending the hospitality of

the hotel from poolside to surfside. As guests demand a higher standard of excellence for their leisure time, Boucher Brothers has responded by providing a concierge level of service – at the pool deck, the beachfront and the equipment rental concessions.

The Amenity Charge is one of the innovations that Boucher Brothers offers its hotel partners, whether they are directly on A1A or further west in the surrounding area.

Seeking to increase their profit margins and improve the services they can offer their guests, many hotels have evaluated the Boucher Brothers charge program and decided to enter into an amenity charge arrangement with Boucher Brothers. Under the amenity charge program, a hotel contracts with Boucher Brothers with the objective of providing simplified, discounted access for its guests to the various beachfront amenities offered by Boucher Brothers, including beachfront chairs, umbrellas, windbreakers/ clamshells, and other amenities. In exchange for this guest access, hotels agree to pay Boucher Brothers a fixed amount per occupied room. Typically, the hotels add a reasonable margin to the agreed charge and pass it through to their guests in the form of a non- optional additional room charge that appears as a line item on their guests’ daily room bill. Hotels are free to decide the particular mix of amenities they would like to provide their guests, and hotels choose everything from standard chairs and umbrellas to providing their guests upgraded access to the Oasis Section, which is an enhanced luxury equipment section. The amenities also can include other products and services, such as towels, newspapers, sunscreen, cold washcloths and board games.

This arrangement is of great benefit to Boucher Brothers and its municipal partners because it provides, rain or shine, a guaranteed revenue stream. Equally important, Boucher Brothers has found that the amenity charge program actually encourages guests to visit and spend significant time on the beach, and the additional concentration of beach visitors has tended to make the beach an even more popular destination, drawing ever increasing numbers of people to the beach to enjoy its beauty and the high quality services they learn to expect. The amenity charge program is also of substantial benefit to Boucher

Brothers' hotel partners because not only is it an additional profit center for them, but it enables the participating hotels to adjust their market profile and position themselves to prospective guests as a hotel that offers an expanded range of amenities and guest services, while it leaves guests with a higher level of satisfaction because of their perception that the goods and services are provided by the hotel at no charge to them.

Hotels that currently enjoy a profitable amenity charge relationship with Boucher Brothers are the Sonesta, Hilton, W Hotel, and Ritz Carlton in Fort Lauderdale; The Embassy Suites in Deerfield Beach; Fontainebleau Resort, Acqualina and Marenas Resort in Sunny Isles; and Shore Club, Sagamore, W Hotel Sobe and Ritz Carlton in Miami Beach.

Hotels that participate in the amenity charge program within the City of Miami Beach contract area "Lummus Park" are; Park Central, The Hotel, Hotel Victor, Pelican Hotel, Betsy Ross, Breakwater Hotel, Edison Hotel, and Congress Hotel.

Hotels are also able to include other services and products within the amenity charge and charge the guest accordingly. Many hotels are able to charge a marginal cost per day and maintain a considerable profit margin to the bottom line. With the 10% offered to the City, the residual profit multiplied by the number of room nights adds to significant bottom line profits to hotels and the City of Fort Lauderdale.

The guest will appreciate both the convenience and the value of the amenity charge, as compared to daily fees for goods and services if they had to obtain them on the beach.

At the W Hotel in Miami Beach, for example, the hotel includes amenities at both the pool and the beach in their Amenity Charge relationship with Boucher Brothers. In addition to providing two chairs and an umbrella per room, a concession staff member provides personalized guest services, including cold facial towels every three hours, aloe vera gel, ice pops, magazines, board games and watersports.

Additional Amenity Proposal

Activities for Residents and Visitors

Boucher Brothers believes that a more coordinated effort among hotel owners, the City, and the beach concession operator to create a more family friendly environment, including providing more child-friendly activities can help satisfy unmet market needs pertaining to Fort Lauderdale's beach. Boucher Brothers intends to promote such coordination and introduce more family friendly activities.

The Fort Lauderdale public beaches offer an excellent opportunity to introduce activities and services that will enhance the overall area as a popular destination for families – those who live in the area and those who are visiting, whether for a weekend escape or a month-long vacation.

Catering to the Convention and Meetings Marketplace

While the City and the County spend a great deal of time and money marketing Fort Lauderdale as an ideal destination for conventions and meetings, very little is done to complete the connection between convention and meeting visitors and Fort Lauderdale's most valued asset – its beaches.

Partnering with the business community and the Greater Fort Lauderdale Convention and Visitor's Bureau is an integral part of Boucher Brothers' marketing strategy, and this is an important market for Fort Lauderdale to cultivate and retain.

Just as visitors are drawn to attractions such as the Swimming Hall of Fame, Butterfly World or Las Olas Boulevard, there should be a concerted effort to market the beach area as a destination for those who are here on business, yet have a day or half-day to spend for leisure time.

Boucher Brothers is able supplement any business vacation with the desired rest and relaxation that will motivate visitors to return to Fort Lauderdale with Family and friends for vacations as well as business trips.

Additional Amenity Proposal (continued)

Group Beach Events

Boucher Brothers has been playing a major role in Teambuilding activities for small businesses, large companies, and family reunions for over two decades. We provide dynamic and effective teambuilding programs for local, domestic, and international groups. We work very closely with Sales and Conference Service Managers at individual hotels, with individual Corporations, Incentive Houses, Meeting Planners, Travel Agents, Destination Management Companies, Hotel and Motel Associations and Chambers of Commerce to meet the Teambuilding and Leisure needs of prospective clients. During the last 25 years of serving the tourism and corporate market we have worked with over 1,000 groups at over 50 hotel properties along the East Coast. Some of our repeat clients include:

- Bank of America
- Citi Group Financial
- Coca Cola
- Dunn and Bradstreet
- Hugo Boss
- Frito-Lay
- Oakley
- General Electric (GE)
- Genentech
- Mellon Financial
- IBM
- Miami Dolphins
- Orange Bowl
- Pernod Ricard USA
- Proctor and Gamble
- Prudential

The Teambuilding and Leisure Group event market has become overwhelmingly popular in the last five years or so. Often clients will select a destination based on the available teambuilding and/or beach recreation and activity available to their group. This service is an added benefit to any city, as it brings about a greater awareness of the city and interest in its hotels. Teambuilding is considered to be a cutting edge service that is sought out by hundreds of corporate groups yearly. Currently we work closely with the Convention and Visitors Bureau and Chambers of Commerce because clients request Teambuilding and Recreational services at the onset of their destination information gathering process.

Boucher Brothers organizes professional, fun, and memorable events. We can designate an area for groups with bright colored beach needs. Clients can request to have some or

all of the following leisure activities to complete their “day at the beach” experience:

- Waverunner
- Recreational Riding
- Waverunner Guided Tours
- Banana Boat Rides
- Kayaks
- Parasailing
- Deep Sea Fishing
- Volleyball Court
- Soccer Court
- Bocce Ball
- Horseshoes
- Chaise Lounge chairs
- Beach Beds
- Big Umbrellas
- Sun Windbreakers/ Clamshells

Teambuilding programs are comprised of lighthearted activities in a beach setting, which serves to break down barriers inherent in the workplace, fostering healthier relationships in a fun and tropical environment. Activities are designed to enhance effective teamwork and create bonds that last long after the games and laughter are over. The activities provided simulate problem-solving, trust, cooperation, mutual support, commitment, open and effective communication, and accountability. All activities are geared towards reinforcing a winning attitude towards a common goal with non-stop laughter. Some of our Teambuilding programs include:

- Beach Olympics
- Survivor Island
- Pirate Treasure Hunt
- Volleyball Tournament
- Build Your Own Boat
- Sand Sculpting
- Scavenger Hunt

Naturally, Boucher Brothers would adhere to all city rules and regulations. All group events are organized in a non-obtrusive fashion. Typical events are held in a condensed area on the beach and last between 1 and 3 hours. We handle all group events remaining mindful of the comfort and wellbeing of other patrons. During the past 25 years our experience together with that of the city of Miami Beach, our hotel partners, and our repeat clients all have been very positive.

We currently work closely with many hotels and businesses that serve the convention and meetings industry, tailoring activities and programs for their attendees. Marketing information about the beach as a destination for fun-filled activities should be a part of every convention and business meeting packet. We are experienced and knowledgeable in servicing this market and is prepared to offer this added benefit to optimize enjoyment of Fort Lauderdale’s beach areas.

Additional Amenity Proposal (continued)



Enhanced Product Offerings For New Equipment And Capital Expenditures

In addition to standard chair set-ups currently priced at \$18 dollars, Boucher Brothers will offer a Luxury Oasis Service with an umbrella and chairs that are padded. Small tables will be placed between the two lounge chairs, and adult board games such as backgammon and chess will be available.

Experience has shown that many people desire the upgraded beach equipment at the Luxury Oasis and are willing to pay fifteen dollars for the added luxury.

For children there will be a play area with complimentary toys. Attendants will deliver cold washcloths to Oasis patrons at varying intervals throughout the day, and aloe will be dispensed to service the entire oasis area.

Each concession attendant is fully trained in interpersonal skills having completed several of various hospitality courses conducted by the numerous top flight hotel clients we are proud to service. Each concession attendant also will complete the “Sunsational Service” program offered by the Greater Fort Lauderdale Convention & Visitors Bureau. Boucher Brothers attendants will put their hospitality training to use as they greet beach visitors near the concession area and ask if they would like beach equipment, or if they can be helped in any way. To the extent beach guests would like products, Boucher Brothers attendants will deliver the desired items to the guests. To the extent beach



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Say yes to adventure and join BouYah Watersports on the water! BouYah Watersports is your go-to destination watersports provider with over 30 years of industry experience. Our team members double as local guides sharing the latest and greatest ways for guests to enjoy their time in Fort Lauderdale Beach.



guests would like services, Boucher Brothers attendants will provide or otherwise arrange the desired services.

Special, concierge-level of attention to guests is what will differentiate Fort Lauderdale's beach service and establish a favorable impression in the minds of the guests based on their enjoyable experiences. Boucher Brothers intends to provide this level of attention.

Preserving Our Most Valuable Asset

Boucher Brothers finds that managing beachfront concessions is a special trust. Boucher Brothers believes that managing the concession is not merely about maximizing revenue opportunities but, equally important, is also about protecting and preserving the beach as a natural resource. Boucher Brothers, therefore, adopts a balanced sensitivity to the needs and desires of tourists as well as local residents, while maintaining a concern for the beach environment.

Boucher Brothers places a great deal of emphasis on maintaining the natural beauty of the beach area, from working with world-class designers for aesthetic appeal to training personnel in the care and maintenance of the area.

By providing baseline goods and services along with high quality beachfront products and services at all beachfront concession sites, we will optimize the potential of this natural asset.

A Phased-In Approach

Beginning on the first day of the contract period, Boucher Brothers is able to provide the full extent of basic services as required by the RFP. As already discussed, Boucher Brothers believes that a Visioning Process to be completed prior to the beginning of the contract period would be a useful exercise for the City and other appropriate stakeholders to explore and agree upon the details of how best to implement the vision of providing a world-class beach experience to Fort Lauderdale's beach guests. As a by-product of the Visioning Process, Boucher Brothers expects to embrace a mutually agreeable phased approach to implementing the various optional additional enhanced services contemplated in this RFP response. Boucher Brothers expects the phase-in period to last no longer than 60 days following the beginning of the contract period.

Added Value Marketing

There are numerous avenues for optimizing marketing and promotional opportunities of the Fort Lauderdale Beach area, which are not currently being met on Fort Lauderdale Beach. Boucher Brothers believes in taking a proactive marketing approach to the operation of beachfront concession sites and welcomes the opportunity of working in concert with the Convention & Visitors Bureau, for example, to develop and implement promotional programs. This could range from providing discount coupons for equipment rental, to frequent beach goer discounts.

Currently we utilize various advertising vehicles to market their services. These include the internet, local visitor's guides, newsletters, program books and newspapers. With a successful, multi-tiered media strategy, we have been able to make the most of South Florida's greatest assets, offering activities and leisure on the sand and under the sun.

At the end of each day consumers appreciate it when added value and an enhanced level of quality in services and products are offered to them. With almost 30 years of serving the leisure needs of residents and visitors alike, we have a solid track record of producing quality marketing programs to enhance the services they offer.

Boucher Brothers Beach Club



Boucher Brothers invites locals to enjoy endless beach days as a member of The Boucher Brothers Beach Club Fort Lauderdale. Locals and visitors alike can experience the ultimate beach day and hit the sand with nothing more than your bathing suit as we'll handle the rest. Members of the Boucher Brothers Beach Club enjoy a beachfront spot on one of the most coveted shores in the world. Lounge chairs, cabanas, and umbrellas await you. We've got you covered.

BEACH CLUB INCLUSIONS

Season and Annual Options Available

- 2 Lounge Chairs and an Umbrella or Cabana
- 2 Lounge Chairs and 1 Umbrella
- 2 Lounge Chairs (No Umbrella)
- Shade Package (1 Umbrella Only)

Boucher Brothers Fort Lauderdale Marketing

Boucher Brothers increases brand awareness and generates revenue by targeting individuals in the Greater Fort Lauderdale area through various campaign efforts.

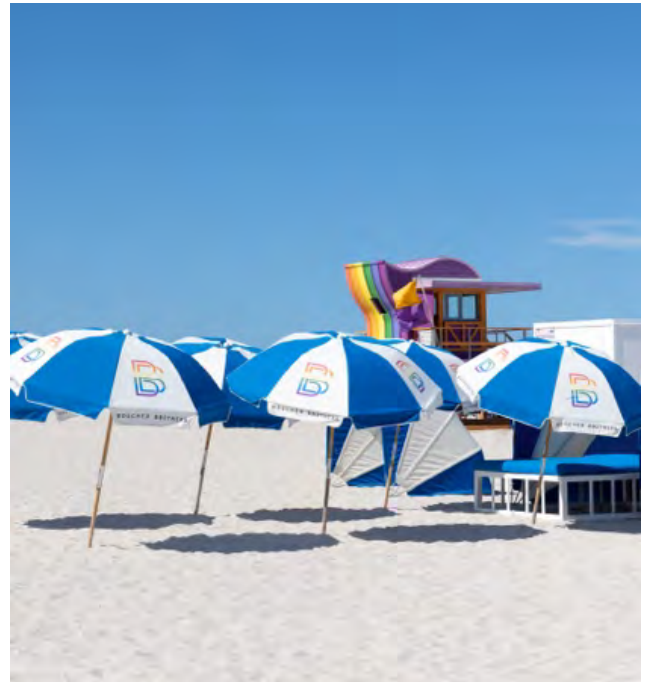


TravelHost

Boucher Brothers is a proud supporter and client of Greater Fort Lauderdale TravelHost. We have the privilege of being featured in their quarterly newsletter, social media channels, and highly sought-after Pocket Saver book. Their network consists of over 66,000 social media followers. They generate 1,390,000 impressions annually (combined print and digital). A total of 40,000 guides are printed and distributed throughout the year at hotels, airport, car rental locations, condominiums, and other high traffic areas—including popular electronic distribution through visitlauderdale.com as well as travelhostftl.com.

Pride Beach & Community Involvement

Bouchers Brothers connects with their local community on and off the beach. Our 11th Street Pride Beach welcomes all guests to come as they are. In celebration of Pride Month, Boucher Brothers for over 10 years has joined the Miami Beach Pride Parade. In conjunction with the LGBTQ+ Council, activated and sponsored the VIP lounge experience for My Hollywood Pride Street festival. My Hollywood Pride developed as the result of advocacy by the Hollywood LGBTQ+ Council on behalf of the voices, perspectives and presence of LGBTQ+ residents in the Greater Hollywood area to build a more diverse and inclusive community. In 2022, members of the Hollywood LGBTQ+ Council successfully produced the Inaugural My Hollywood Pride, which was held on January 22nd, 2022. With an in-kind donation of beach furniture and staffing support, all were welcomed and celebrated along with Boucher Brothers Staff.



Storage Plan/Personal Attention

At the end of each workday, staff attendants at each concession site will carefully stack the chairs, with the collapsible windbreakers/clamshells placed atop the chairs. Each section will have a work storage unit to house the umbrellas, if permissible by the City. Any and all storage will be handled in conformance to standards and specifications as set forth by the City. The concession area site plans on the preceding pages show where equipment and storage boxes will be placed in each designated area. Number of units may vary depending on specific time of year and demand.

Stacked chairs will be on either or both ends of umbrella/ clamshell line, or within 10' in front or behind of umbrella/ clamshell line, to ensure a clear path for lifeguard/ emergency and beach cleaning equipment vehicles.

Boucher Brothers will utilize approximately 35 storage boxes made by C&M Marine Products (or the equivalent thereof), sized at 72"W x 26"D x 27"H. These storage units will hold the umbrellas for each designated site within the rental areas, as specified in the RFP. The C5M Marine Products are equivalent to a Taylor made fiberglass dock box. See additional schematics for complete details of beach equipment storage box placements.



Beach equipment is secured daily, at the end of each business day with 2 lounge chairs locked to the permanent umbrella poles.

Oakland Park Warehouses, LLC

3900 N.E. 5th Avenue, Oakland Park, FL 33334

Tel: (954)566-1588 Fax: (954)566-1599

Tenant Rules and Regulations

Page 1 of 3

1. **Tenant Acknowledges** that rent is payable in advance. **Rent is due on the first** of every month of tenancy. **A Ten Percent (10%) Late Fee** will be assessed if rent is not in the office by the 5th of each month. *Late rent is grounds for termination of lease.*
2. **Tenant Acknowledges** that the **Security Deposit** is in fact a deposit. It is not to be used as rent. Deposits will be refunded provided there is no damage, and only if thirty (30) days notice to vacate has been given to Lessor (OPW) in writing on the first of the month. Keys must be returned to the office upon vacating.
3. **Tenant Acknowledges** that he/she is responsible for utilities.
4. **Tenant Acknowledges** that returned checks, for any reason, will result in a thirty dollar (\$30.00) charge.
5. **Tenant Agrees** to pay for any damages to property for which he/she is responsible.
6. **Tenant May Not** store **material, vehicles, boats, trash, or debris outside of his/her unit** owned and operated by Lessor (OPW). **Tenant agrees to pay for his/her own trash removal.** If at any time Lessor must clear debris from the area, **Tenant will be charged. If Tenant refuses to pay for this removal, he/she will be given notice that his/her tenancy has been terminated and will be required to vacate.**
7. **Tenant Acknowledges** that Lessor (OPW) is not responsible for theft or damages to contents or personal property moved in or placed in the described premises. Insurance on contents is the sole responsibility of Tenant.
8. **Tenant May Not** assign or sublet the unit or any part thereof. Tenant may not make any alterations therein. All additions thereto, as well as fixtures or improvements which may be made by Tenant – without written consent of the Lessor (OPW), and except for movable equipment and furnishings – shall become the property of Lessor and remain upon the premises as a part thereof, to be surrendered by Tenant with the premises at termination of lease.

Page 2 of 3

9. **Tenant Acknowledges** that entry locks are re-keyed by the Lessor (OPW) for every new tenancy. These locks are mastered and a copy of the Tenant's key is held by the Lessor. If Tenant desires or needs a lock change it must be done by OPW at the Tenant's expense of sixty dollars (\$60.00). No exceptions!
10. **Tenant Agrees** to Proper Use. Oakland Park Warehouses rents flexible space for both commercial use and/or storage. Commercial users are required by ordinance to secure an occupational license for their particular use and trash collection as required by the city. Any tenant not in compliance with the city's ordinances will be asked to vacate immediately and forfeit the applicable deposits on their tenancy. City of Oakland Park Zoning prohibits any use that is considered residential.
11. **Tenant Acknowledges** that vehicles which appear to be deserted or not fully operable will be towed at Tenant's expense. Tenants are provided with parking in front of their unit(s) only.
12. **Tenant Acknowledges** that parking space is designated as appropriate for the unit(s) that is rented. This space is for vehicles used in transit and not for storage. All vehicles must be tagged.
13. **Tenant is Responsible** for enterprise and material on premises as a result of his/her business, and acknowledges the associated responsibility as set by any controlling government. Tenant agrees to follow and be held accountable for proper permits, inspections, and record keeping for any and all enterprise.
14. **Tenant Acknowledges** that Lessor (OPW) or any of its agents shall have the right to enter said premises during reasonable hours to examine and make repairs or alterations as may be deemed necessary. This includes placing and showing a "For Rent" sign thirty (30) days prior to Tenant vacating. Management will make every effort to inform Tenant before entering.

Any tenant who does not adhere to the above rules and regulations, for the betterment of the premises and the welfare of the other tenants, will be asked to vacate the premises and forfeit all security deposit.

Page 3 of 3

Tenant has read, understands, and agrees to page one, two, and three of "Tenant Rules and Regulations" as witnessed by Tenant's signature and date below.

Tenant Signature  Date 3-11-16

Tenant Phone # 954-520-4318

Bay Address 405944061 NE 31st

Monthly Rent (inc. tax) 800.00 Security Deposit 1300.00

Payment Received _____

Date of Tenancy 3/11/12

Tenancy Type: Lease or Month to Month _____

John S. Washburn/Michael Maguire _____ Date _____

Managing Members, Oakland Park Warehouses, LLC

Notes: _____

Motor Vehicles and Small Off Road Vehicles and Trailers

The area will be maintained and cleaned to ensure equipment is kept in good condition. The Supervisor will oversee this area and check on the cleanliness and organization of equipment on a daily basis.

Vehicles used in transporting equipment will include: One (1) 2014 Tacoma Pickup Truck
One (1) Horizon Trailer (left in warehouse) and One (1) Golf Cart.

The Beverage Cart and Golf cart will be stored at the Westin Hotel

Maintenance Plan of Concession Area

Boucher Brothers realizes the importance of a detailed maintenance and sanitation plan and knows the plan itself is only as good as its implementation. It will be the Beach Ambassador's responsibility to make sure that all equipment in his/her area is in proper working order. Any equipment that is broken, ripped, has been vandalized or is in any other way less than acceptable for use by the public will be placed next to the storage area and the ambassador will call the maintenance worker or local vendor to repair. The Manager will make sure that all ambassadors back of the house (BOH) personnel are checking, equipment and appliances daily to ensure everything is in acceptable condition. Once the maintenance worker has picked up or inspected damaged equipment it will be brought to a work area where it will either be repaired by him/her or a local vendor will be called to repair.

Every opening and closing beach ambassadors will be responsible for making sure his/her area is totally clean. Throughout the day ambassadors will also clean the beach as the need arises.

Boucher Brothers stresses to its employees the importance of having a clean beach with equipment in the proper working order. With the proper implementation of this plan beachgoers will be able to enjoy their day with exceptional equipment in a clean, friendly environment.

Daily Maintenance and Cleanup

During the morning set-up, beach ambassadors will begin their day by cleaning the entire area. All trash and litter will be discarded, and a net will be used to dispose of smaller trash such as cigarettes. Following a thorough cleaning, the sand will be raked, and the beach ambassadors will then begin to set up the equipment.

The ambassador at each concession site will be responsible for cleaning the beach area at regular intervals throughout the day. Following a careful inspection of the site, the beach ambassador will clean the beach, making sure that there is no debris left behind.

Communications

Concession staff will have cell phones, allowing for direct access to communicate with other concession staff and/or locations.

Security

As part of its uncompromising commitment to service, the company will work with the City to promote safety and security at the beach. Company staff members will establish a good working relationship with the Police Department's beach patrol officers, lifeguards and fire-rescue personnel.

Boucher Brothers personnel all have cell phones or walkie-talkies and are trained to quickly notify the proper authorities in the event of an emergency. Company employees have assisted law enforcement many times in the identification and apprehension of pickpockets, thieves and other criminals on the beach. The company's beach crews are all trained and experienced in assisting people in distress, including reporting and helping to find lost children and personal property. Boucher Brothers philosophy is that it is a true partner with the City and that it is on the beach to serve the public to the best of its ability, to enhance the image of the City and its beaches and to promote rental activity necessary to fulfill its revenue commitment to the City. This philosophy also extends to a commitment to continually enhancing service with beach hoteliers.

Emergency Removal of Equipment from Premises

Boucher Brothers realizes the critical significance of having a comprehensive, manageable evacuation plan. Whether it be because of unsafe weather conditions, large scale special events or any other situation that may arise, Boucher Brothers will be able to quickly, safely remove and store all equipment in a secure location off the beach.

Hurricane/Storm Procedures

Evacuations or removals occur in varying degrees and not all are hurricane or tropical storm related.

All require anticipation and preparation, with the following goals in no particular order:

1. Not interfere with City's ongoing activities/plans.
2. Cause as little inconvenience to beachgoers as possible.
3. Remove and store equipment in a manner that allows the fastest restoration of beach concession operations.
4. Coordinate with Beach Safety and especially Beach Maintenance for scheduling.
5. Understanding of restrictions in place during Turtle Season and procedures to be followed for special permission or waivers.
6. Forecasts of sustained high wind events may require a pre-emptive movement of equipment. The type and amount of equipment to be relocated or removed and stored will be determined by a number of factors.
 - Force of wind
 - Direction of wind
 - Duration of Event
 - Tide levels
 - Time of year

Boucher Brothers has storage space and owns an indoor warehouse. There is adequate capacity to store all rental equipment in our warehouse.

Boucher Brothers has done various levels of evacuation dating back to Hurricane Andrew. We know what works and what does not as a result of 33 years of firsthand experience on Florida's beaches. We are able to remove and store all rental equipment from the beachfront within (1) one hour of notification by appropriate City authorities and within twenty four (24) hours of issuance of a Hurricane Warning by the Broward County Office of Emergency Management. Should any vehicle larger than an ATV be required to move equipment on or off the beach, Boucher Brothers we request the proper approval from the City and make sure that Ocean Rescue staff escorts us on and off the beach.

Hurricane Preparation/Evacuation Plan

Aside from moving the chairs, umbrellas and cabanas off the beach we will also move all the on-beach storage facilities. Moving of all equipment and storage facilities will typically start to take place within 15 minutes after the evacuation is put in to effect. This process will take from 3 to 4 hours. The storage units will be moved to one of Boucher Brothers Management's off-beach storage locations.

Additionally, Boucher Brothers owns service pickup trucks and flatbed trailers which will aid in the transporting of equipment off the beach in case of a hurricane watch. These trailers will be used to move the lounge chairs, beach umbrellas, cabanas and storage units from the beach to the storage area.

Situational Awareness

- Boucher Brothers has a trained Evacuation Team. There is 1 team member responsible for charting any disturbances on the Atlantic Ocean during Hurricane Season. This is the same person responsible for tracking and reporting all inclement weather for water sports and beach rental purposes year-round.
- One team member is stationed in the main office and the other four are stationed out in the field. It is this team member who will report to the Executive Team and Ownership of the company (One of the Boucher Brothers) whenever a hurricane watch is in effect for the Mid-Atlantic.
- Once the president of the company has been advised that a hurricane watch has been issued for the Broward County, FL area by the National Hurricane Center, it is he/she who will communicate with the city and act upon their decision to implement the Evacuation Plan.
- In order to be fully informed of any developments relating to the hurricane, there is an Evacuation Team member who is responsible for monitoring any information, recommendations or updates released by Broward County Office of Emergency Management and the Emergency Operations Center. This team member is also responsible for monitoring the EOC's Evacuation Zone Map.

Action Plan

- Within minutes after our Evacuation Plan is called into effect, the Area Director is contacted. The Area Director then contacts the manager with the decision to evacuate. The Area Director then contacts all Boucher Brothers Staff under their supervision and informs them that the Evacuation Plan is in effect.
- Within minutes after receiving word that we are evacuating, the Attendants immediately close down all concessions where beach rentals and sales operations take place.
- Boucher Brothers Staff is not only responsible for assisting in the moving of all beach equipment during a hurricane watch evacuation, but also of informing all beach patrons of the situation. Once all sales/rental operations are shut down, Boucher Brothers staff and Evacuation Team members will advise the people on the beach that, for their safety, they should leave and evacuate the beach area. This will typically start to take place within 15 minutes after Evacuation Plan is implemented and will continue throughout the entire evacuation process.
- During the evacuation process, Boucher Brothers staff will be supervised and provided with guidance by their Area Director to complete the removal process.





Hurricane Checklist

Pre-Storm

- A week prior to potential storm Directors will meet to discuss Hurricane Prep.
- Verify that the Driver's Licenses of all members operating vehicles during storm are in good standing.
- Contact City and County Personnel (City) to understand respective expectations.
- Managers must submit paperwork to the office prior to the storm.
- Timecards must be checked pre and post storm prior to being turned in.
- Create Director Lead Task Teams.
- Establish 1 person as the point of contact to answer any questions the City may have.
- Count and inspect all inventory (Chairs, cushions, beds, bed cushions, lotions, etc.)
- Find an alternative option, other than cables, to secure all chairs.
- All white storage boxes will be labeled with inventory count and location name (Painters Tape)
- All chairs to be neatly stacked by the dunes the night before evacuation.
- **All staff to be on call.** (Includes but not limited to Cashiers, Beach Attendants, Hourly & Salary Employees, etc.)
- Remove all tarps from the beach (Should not be utilized if wind exceeds 30 MPH)

Post-Storm

- Contact the City and request approval to deploy equipment.
- Provide City with tentative schedule for commencement of normal operations.
- Follow the Priority List when returning equipment.
- Count and inspect all inventory (Chairs, cushions, beds, bed cushions, lotions, etc.)
- Submit work orders to Maintenance for beach storage box needing paint touch ups and repairs.

Hurricane Safety Tips

BEFORE A HURRICANE:

- Have a disaster plan.
- Have a pet plan. Before a storm threatens, contact your veterinarian or local humane society for information on preparing your pets for an emergency.
- Board up windows.
- Bring in outdoor objects that could blow away.
- Make sure you know which county or parish you live in.
- Know where all the evacuation routes are.
- Prepare a disaster supplies kit for your home and car. Have enough food and water for at least 3 days. Include a first aid kit, canned food and a can opener, bottled water, battery-operated radio, flashlight, protective clothing and written instructions on how to turn off electricity, gas, and water.
- Have a NOAA weather radio handy with plenty of batteries, so you can listen to storm advisories.
- Have some cash handy. Following a hurricane, banks and ATMs may be temporarily closed.
- Make sure your car is filled with gasoline.

DURING A HURRICANE:

- Stay away from low-lying and flood prone areas.
- Always stay indoors during a hurricane, because strong winds will blow things around.
- Leave mobile homes and to go to a shelter.
- If your home isn't on higher ground, go to a shelter.
- If emergency managers say to evacuate, then do so immediately.

AFTER A HURRICANE:

- Stay indoors until it is safe to come out.
- Check for injured or trapped people, without putting yourself in danger.
- Watch out for flooding which can happen after a hurricane.
- Do not attempt to drive in flooding water.
- Stay away from standing water. It may be electrically charged from underground or downed power lines.
- Don't drink tap water until officials say it's safe to do so.

References

11/28/22, 12:41 PM

DPX Form

Supplier Response Form

REFERENCES

A minimum of three (3) references shall be provided:

1. **Company Name:** City of Miami Beach *
 1700 Convention Center Drive
 Miami Beach, FL 33139
 Address: // *
 Contact: Mark Taxis *
 Phone #: (305)673-7010 * Email: MarkTaxis@miamibeachfl.gov *
 Contract Value: 7 Million Annually * Year: 2022 *
 Scope of Work: Beach Concession, Food and Beverage, and Watersports Concession
 Rentals: Chaise Lounges, Umbrellas, Daybed, Cabanas, Sand Chairs, Jet Skis, Kayaks, Paddleboards, and Sundries
 Description: Food and Beverage: An assortment of Hot Food, Prepared // *

2. **Company Name:** City of Hollywood *
 Parks and Recreations & Cultural Arts
 1405 South 28 Avenue
 Hollywood, FL 33022
 Address: // *
 Contact: David Vazquez *
 Phone #: (954)921-3404 * Email: dvazquez@hollywoodfl.org *
 Contract Value: 2 Million Annually * Year: 2022 *
 Scope of Work: Beach Concession and Watersports Concession
 Rentals: Chaise Lounges, Umbrellas, Daybed, Cabanas, Sand Chairs, Jet Skis
 Description: // *

3. **Company Name:** City of Virginia Beach *
 2101 Parks Avenue, Suite 302
 Virginia Beach, VA 23451
 Address: // *
 Contact: Lisa Bleakley a Resort Administrator *
 Phone #: (757)385-2668 * Email: lbleakley@vbgov.com *
 Contract Value: 2 Million Annually * Year: 2022 *
 Scope of Work: Beach Concession
 Rentals: Chaise Lounges, Umbrellas, Daybed, Cabanas, Sand Chairs
 Description: // *

11/28/22, 12:41 PM

DPX Form

4. Company Name: Siesta Beach

948 Beach Rd,
Siesta Key, FL 34242

Address: //

Contact: Nancy-jo Manney, Membership Director

Phone #: (941)349-3800 Email: nancy-jo@siestakeychamber.com

Contract Value: 900 Thousand Annually Year: 2022

Scope of Work: Beach Concession
Rentals: Chaise Lounges, Umbrellas, Daybed, Cabanas, Sand
Chairs

Description: //

5. Company Name: Miami Dade County

Office of Commissioner Sally A. Heyman
1380 NE Miami Gardens Drive, Suite 282

Address: Miami, FL 33179 //

Contact: Sally Heyman

Phone #: (305)787-5999 Email: alexis4@miamidade.gov

Contract Value: 900 Thousand Annually Year: 2022

Scope of Work: Beach Concession
Rentals: Chaise Lounges, Umbrellas, Daybed, Cabanas, Sand
Chairs

Description: //



SALLY A. HEYMAN
COMMISSIONER

Board of County Commissioners
MIAMI-DADE COUNTY - FLORIDA

STEPHEN P. CLARK
111 N.W. FIRST STREET, SUITE 220
MIAMI, FLORIDA 33128 1963
(305) 375-5128

November 10, 2022

Ft. Lauderdale Mayor & Commissioners
City Hall
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Dear Mayor & Commissioners,

As a Commissioner of Miami-Dade County, I can confidently recommend Boucher Brothers as a dependable and sound partner with Miami Dade County at Haulover Park and a valued community business since May 2010.

As a Miami-Dade County Commissioner, I have personally worked with their owners and staff on issues related to watersports activities, beach rental equipment and food and beverage service.

Boucher Brothers would be a valuable addition to any organization that chooses to do business with them. Please call me or email me if you need more information, my email is heyman@miamidade.gov and my phone number is (305-375-5128).

Sincerely,

A handwritten signature in cursive script, appearing to read "Sally A. Heyman".

Sally A. Heyman
Commissioner
District 4



November 11, 2022

To Whom It May Concern,

I would like to take this opportunity to recommend and pledge my support so that Boucher Brothers can continue operating on Fort Lauderdale Beach.

We opened Hotel Maren Ft. Lauderdale Beach, Curio Collection by Hilton in January 2021. Since we were a new build we weren't quite sure where our area would be on the beach for our guests to sit. Within days I was contacted by their team to assist. They jumped through all the hoops and received approval to set up the beach chairs right in front of our hotel. We didn't have to do a thing as they did it all. I was so happy when I saw all brand new chairs and an attendant that was super happy to greet our guests.

In the almost 2 years since we have been open, there was not one time that I had to "manage" or call anyone from Boucher. They hire the friendliest people who our guests talk about on a daily basis. In fact, most of our reviews on social media rave about "The Beach Guys". They always show up on time, are extremely courteous I consider them to be members of our Hotel Team. There is not one thing I would change.

I truly feel that Boucher Brothers has been a great partner to us and I don't see how any other company can do what they do. I do hope to continue this relationship for a long, long time.

Sincerely,

Stuart Levy
General Manager



November 20th, 2022

Mr. Adam Cedrati
Boucher Brothers
1451 Ocean Drive, Suite 205
Miami Beach, FL 33139

Re: Boucher Brothers – Financing Capacity

To Whom It May Concern,

The purpose of this letter is to confirm that Boucher Brothers and its principals are valued clients of City National Bank. The subject relationship has been handled in a satisfactory manner since inception. Furthermore, Boucher Brothers has financing capacity in excess of \$3,000,000 towards the purchase of new equipment.

Please feel free to contact me directly if you have any questions.

Thanks,



Anthony Martinez, SVP
City National Bank
anthony.martinez@citynational.com
305-498-5595

Minority/Women (M/WBE) Participation

Boucher Brothers is not a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985. Boucher Brothers promotes diversity and has a number of minority and women team members as part of its executive and leadership team.

11/28/22, 12:43 PM

DPX Form

Supplier Response Form

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) Boucher Brothers Beach Management Fo * EIN (Optional): 26-3102768

Address: 1451 Ocean Drive, Suite 205

City: Miami Beach

* State: Florida * Zip: 33139

Telephone No.: 305-535-8177

* FAX No.: 305-538-3288

* Email: pboucher2@gmail.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Total Bid Discount (section 1.05 of General Conditions):

Check box if your firm qualifies for MBE / SBE / WBE (section 1.09 of General Conditions):

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
Addendum 1	11/4/2022				
Addendum 2	11/8/2022				

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

None

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

11/28/22, 12:43 PM

Perry A. Boucher
Name (printed)

11/22/2022
Date

DPX Form

Perry A. Boucher
Signature

VP
Title



Revised 4/28/2020



SECTION VI - COST PROPOSAL PAGE

Proposer Name: Boucher Brothers Beach Management Fort Lauderdale, LLC

Proposer agrees to supply the products and services at the prices bid/proposed below in accordance with the terms, conditions and specifications contained in this RFP.

Contractor shall quote firm, fixed, fee for all services/products identified in this request for proposal.

Year One:

Guaranteed annual concession fee:

\$ 530,000. (minimum acceptable \$530,000)

Year Two:

Guaranteed annual concession fee:

\$ 556,500. (minimum acceptable \$556,500)

Year Three:

Guaranteed annual concession fee:

\$ 584,325. (minimum acceptable \$584,325)

Year Four:

Guaranteed annual concession fee:

\$ 613,541. (minimum acceptable \$613,541)

Year Five:

Guaranteed annual concession fee:

\$ 644,218. (minimum acceptable \$644,218)

Total five (5) year annual concession fee:

\$ 2,928,584 (minimum acceptable (\$2,928,584)

Submitted by:

Terry A. Boucher
Name (printed)

11/28/2022
Date

[Signature]
Signature

VICE-PRESIDENT
Title

11/28/22, 12:42 PM

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NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale officer or employee, or any relative of any such officer or employee, who is in a position to influence this procurement, shall not be involved in the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

Text Box: 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

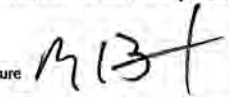
In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

Name

Relationships

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature 
Name (Printed) Perry A. Boucher

Title VP
Date 11/28/2022



11/28/22, 12:42 PM

DPX Form

Supplier Response Form

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to the City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-187 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature



Print Name and Title

Perry A. Boucher
VP

Date

11/28/2022



11/28/22, 12:42 PM

DPX Form

Supplier Response Form**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE**

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business enterprise preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within **ten (10)** calendar days, submit the following documentation to the DBE Class claimed:

- a) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, or State of Florida active registration **and/or**
- b) List of the names of all employees of the bidder and evidence of employees' residences within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business enterprise preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nid=COOR_CH2AD_ARTVFI_DIV2PR_S2-1BSEQOPDIBUEN&showChanges=true

Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

11/28/22, 12:42 PM

DPX Form

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

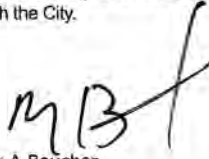
The Business identified below certifies that it qualifies for the disadvantaged business enterprise preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

- (1) (Business Name) is a disadvantaged **Class 1** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- (2) (Business Name) is a disadvantaged **Class 2** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- (3) (Business Name) is a disadvantaged **Class 3** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- (4) (Business Name) is a disadvantaged **Class 4** enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.
- (5) (Business Name) requests a **Conditional Class 1** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.
- (6) (Business Name) requests a **Conditional Class 2** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City.

BIDDER'S COMPANY:

AUTHORIZED COMPANY PERSON: Perry A. Boucher

PRINT NAME


Perry A Boucher

SIGNATURE

11/22/2022

DATE

Forms Non-Iso – revised 7/2/2021



11/28/22, 12:42 PM

DPX Form

Supplier Response Form

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

RFP# 12732-035

Project Description: Beach Equipment

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: *Boucher Brothers Beach Management Fort Lauderdale, LLC*

Authorized Company Person's Signature: *[Handwritten Signature]*

Authorized Company Person's Title: *Perry A. Boucher, VP*

Date: *11/28/2022*

[Handwritten initials]

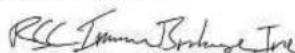
	<h2>CERTIFICATE OF LIABILITY INSURANCE</h2>	DATE (MM/DD/YYYY) 11/23/2022
		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).		
PRODUCER RSC Insurance Brokerage, Inc. 5000 SW 75th Avenue Suite 202 Miami FL 33155	CONTACT NAME: Sonia Toruno PHONE (A/C No. Ext): E-MAIL ADDRESS: storuno@risk-strategies.com	FAX (A/C, No):
INSURED Boucher Brothers Beach Management Fort Lauderdale LLC 1451 Ocean Drive Suite 205 Miami Beach FL 33139-4132		INSURER(S) AFFORDING COVERAGE INSURER A: Ascot Specialty Insurance Company INSURER B: Harleysville Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2282393327 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR \$25,000 Ded per claim GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	ESGL221000129401	08/22/2022	08/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000 Liquor Liability \$ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EMR0000001500	08/22/2022	08/22/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 Excess over Primary \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Excess Liability - Primary			ESXS221000129501	08/22/2022	08/22/2023	Each Occurrence \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Fort Lauderdale is listed as additional insured with respects to General Liability when required by contract subject to the terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER CITY OF FORT LAUDERDALE 100 North Andrews Avenue Fort Lauderdale FL 33301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jackson Agency Inc DBA Allied Risk Partners Corp 6971 W Sunrise Blvd #206 Sunrise FL 33313		CONTACT NAME: Maria Benitez PHONE (A/C, No, Ext): (305) 824-3464 FAX (A/C, No): (954) 473-3705 E-MAIL ADDRESS: mbenitez@jacksonagency.com	
INSURED Boucher Brothers Beach Management Fort Lauderdale LLC Boucher Brothers Management Inc. 1451 Ocean Drive Suite 205 Miami Beach FL 33139		INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Insurance Company NAIC # 24856 INSURER B: Progressive Insurance Company INSURER C: Essex Insurance Co. 39020 INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: COI 22-23 BFT REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Watersports Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CA000039788-03	10/12/2022	10/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ Per Accident \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			956031666	02/17/2022	02/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments- \$ 500
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Inland Marine			MKLM2IM0001022	07/31/2022	07/31/2023	Covered Property 1,774,404

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This certificate is solely for the use as "Evidence of Insurance"

CERTIFICATE HOLDER City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale, FL 33301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	CONTACT NAME:	
	PHONE (A/C, No, Ext): (800) 277-1620 X 4800	FAX (A/C, No): (727) 797-0704
INSURED FrankCrum L/C/F Boucher Brothers Management, Inc. 100 South Missouri Avenue Clearwater, FL 33756	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Frank Winston Crum Insurance Company	NAIC#: 11600
	INSURER B:	
	INSURER C:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 924782 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS-COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC202200000	01/01/2022	01/01/2023	X PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Effective 02/08/2019, coverage is for 100% of the employees of FrankCrum leased to Boucher Brothers Management, Inc. (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER	CANCELLATION
City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale, FL 33301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

Form W-9
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
BOUCHER BROTHERS BEACH MANAGEMENT FORT LAUDERDALE, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1451 OCEAN DRIVE, SUITE 205

6 City, state, and ZIP code
MIAMI BEACH, FL 33139

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

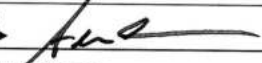
Social security number									
OR									
Employer identification number									
2	6	-	3	1	0	2	7	6	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  **Adam Cedrati, CFO** Date ▶ **11/22/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

State of Florida

Department of State

I certify from the records of this office that BOUCHER BROTHERS BEACH MANAGEMENT FORT LAUDERDALE, LLC is a limited liability company organized under the laws of the State of Florida, filed on June 4, 2008.

The document number of this limited liability company is L08000055470.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on January 23, 2022, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixteenth day of November,
2022*



A handwritten signature in black ink, appearing to be "C. J. Scott", written over a horizontal line.

Secretary of State

Tracking Number: 1302015622 CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

2022 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Jan 23, 2022
Secretary of State
1320235714CC

DOCUMENT# L08000055470

Entity Name: BOUCHER BROTHERS BEACH MANAGEMENT FORT LAUDERDALE, LLC

Current Principal Place of Business:

1605 NE 17TH AVENUE
FORT LAUDERDALE, FL 33305

Current Mailing Address:

1605 NE 17TH AVENUE
FORT LAUDERDALE, FL 33305

FEI Number: 26-3102768

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

WATTS-FITZGERALD, ABIGAIL C
DEVINE GOODMAN RASCO & WATTS-FITZGERALD LLP
2800 PONCE DE LEON BOULEVARD SUITE1400
CORAL GABLES, FL 33134 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title PS
Name PERRY, CHARLES
Address 1605 NE 17TH AVENUE
City-State-Zip: FORT LAUDERDALE FL 33305

Title VP
Name BOUCHER, MICHAEL
Address 1605 NE 17TH AVENUE
City-State-Zip: FORT LAUDERDALE FL 33305

Title VP
Name BOUCHER, PERRY
Address 1605 NE 17TH AVENUE
City-State-Zip: FORT LAUDERDALE FL 33305

Title MANAGER
Name BEACHED MANAGEMENT INC.
Address 1605 NE 17TH AVENUE
City-State-Zip: FORT LAUDERDALE FL 33305

Title MANAGER
Name BOUCHER BROTHERS
MANAGEMENT, INC.
Address 1451 OCEAN DR.
SUITE 205
City-State-Zip: MIAMI BEACH FL 33139

I hereby certify that the information indicated on this report (or supplemental report) is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am a managing member (or manager) of the limited liability company or the receiver or trustee empowered, for use in this report as required, by Chapter 605, Florida Statutes, and that my name appears above, on an attachment with all other like empoweres.

SIGNATURE: CHARLES B. PERRY

PRESIDENT

01/23/2022

Electronic Signature of Signing Authorized Person(s) Detail

Date



CITY OF FORT LAUDERDALE BUSINESS TAX YEAR 2022-2023



Business Tax Division
700 NW 19TH AVE. | FORT LAUDERDALE, FL 33311 | (954) 828 - 5195

Business ID: BL-9900872 **Business Name:** BOUCHER BROTHERS BEACH
MANAGEMENT FORT LAUDERDALE

Business Address: GENERAL USE ADDRESS

CHARLES PERRY
BOUCHER BROTHERS BEACH MANAGEMENT FORT LAUDERDALE LLC
1605 NE 17 AVE
FORT LAUDERDALE FL 33305

TAX CATEGORIES

419402 RENTAL SVC-NOT IN CONNECTION W/MRCH

Contact: CHARLES PERRY
Business Email: Perry928@Bellsouth.Net

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have closed or moved out of the city, please email businesstax@fortlauderdale.gov and include the Business ID #.
- A transfer of business location within city limits is subject to zoning approval. Complete a Business Tax Transfer Application online to obtain the necessary approval. A transfer fee of 10% of the Business Tax fee applies, not less than \$3.00, no more than \$25.00.
- If you have sold your business, please email a copy of the Bill of Sale to businesstax@fortlauderdale.gov and include the Business ID #. A transfer of ownership will incur a transfer fee of 10% of the Business Tax fee, not less than \$3.00, no more than \$25.00.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

700 NW 19TH AVE.
Fort Lauderdale, FL 33311
TEL 954 828 5195
WWW.FORTLAUDERDALE.GOV

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
 115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA: BOUCHER BROTHERS BCH MGMT FT LLC **Receipt #:** 329-228148
Business Name: BOUCHER BROTHERS BCH MGMT FT LLC **Business Type:** ALL OTHERS (BEACH CHR/UMBLI RNTL)

Owner Name: CHARLES B PERRY **Business Opened:** 10/07/2009
Business Location: 1605 NE 17 AVE **State/County/Cert/Reg:**
 FT LAUDERDALE **Exemption Code:**

Business Phone:

Rooms	Seats	Employees	Machines	Professionals
		5		

Number of Machines:		For Vending Business Only			Vending Type:	
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:
 CHARLES B PERRY
 1605 NE 17 AVE
 FORT LAUDERDALE, FL 33305

Receipt #04C-21-00002062
 Paid 07/14/2022 33.00

2022 - 2023

REFERENCES

A minimum of three (3) references shall be provided:

1. Company Name: City of Miami Beach

Address: 1700 Convention Center Drive

Miami Beach, FL 33139

Contact: Mark Taxis

Phone #: (305)673-7010 Email: MarkTaxis@miamibeachfl.gov

Contract Value: 7 Million Annually Year: 2022

Description: Scope of Work: Beach Concession, Food and Beverage, and Watersports Concession

Rentals: Chaise Lounges, Umbrellas, Daybed, Cabanas, Sand Chairs, Jet Skis, Kayaks, Paddleboards, and Sundries

Food and Beverage: An assortment of Hot Food, Prepared Food, Snacks, Smoothies, Waters, Sports Drinks, etc.

2. Company Name: City of Hollywood

Address: Parks and Receptions & Cultural Arts

1405 South 28 Avenue

Hollywood, FL 33022

Contact: David Vazquez

Phone #: (954)921-3404 Email: dvazquez@hollywoodfl.org

Contract Value: 2 Million Annually Year: 2022

Description: Scope of Work: Beach Concession and Watersports Concession

Rentals: Chaise Lounges, Umbrellas, Daybed, Cabanas, Sand Chairs, Jet Skis

3. Company Name: City of Virginia Beach

Address: 2101 Parks Avenue, Suite 302

Virginia Beach, VA 23451

Contact: Lisa Bleakley â Resort Administrator

Phone #: (757)385-2668 Email: tbleakley@vbgov.com

Contract Value: 2 Million Annually Year: 2022

Description: Scope of Work: Beach Concession

Rentals: Chaise Lounges, Umbrellas, Daybed, Cabanas, Sand Chairs

4. Company Name: Siesta Beach

Address: **948 Beach Rd,**

Siesta Key, FL 34242

Contact: **Nancy-jo Manney, Membership Director**

Phone #: **(941)349-3800** Email: **nancy-jo@siestakeychamber.com**

Contract Value: **900 Thousand Annually** Year: **2022**

Description: **Scope of Work: Beach Concession**

Rentals: Chaise Lounges, Umbrellas, Daybed, Cabanas, Sand Chairs

5. Company Name: Miami Dade County

Address: **Office of Commissioner Sally A. Heyman**

1380 NE Miami Gardens Drive, Suite 282

Miami, FL 33179

Contact: **Sally Heyman**

Phone #: **(305)787-5999** Email: **alexis4@miamidade.gov**

Contract Value: **900 Thousand Annually** Year: **2022**

Description: **Scope of Work: Beach Concession**

Rentals: Chaise Lounges, Umbrellas, Daybed, Cabanas, Sand Chairs

**CITY OF FORT
LAUDERDALE GENERAL
CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this General Conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidders must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions, please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence,

minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

By submitting a proposal or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:**2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,**PART III BIDDING AND AWARD PROCEDURES:****3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB

issued by the City. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidders and the public in accordance with applicable regulations.

- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

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- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested, should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Chief Procurement Officer reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

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- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm which has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder; if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, is at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's Procurement Ordinance or any applicable law may protest to the Procurement Division – Deputy Director of Finance, by

delivering a letter of protest within five (5) days after a Notice of Intent to award is posted on the City's website at the following link:
<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the City's web site at the following link:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall, within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

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- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to

reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

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- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.18 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Contractor does not transfer the

records to the City.


4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Lauderdale FL officer or in writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

 Text Box: 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

Name

Relationships

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature

Title

Name (Printed)

Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to the City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in [section 2-183](#) of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Authorized Signature

Print Name and Title

Date



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business enterprise preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within **ten (10)** calendar days, submit the following documentation to the DBE Class claimed:

- a) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**
- b) List of the names of all employees of the bidder and evidence of employees' residences within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business enterprise preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-185EQOPDIBUEN&showChanges=true

Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

- d. The term “disadvantaged class 4 enterprise” shall mean any disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City’s Procurement Manual.

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than **thirty (30)** calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

- | | | |
|-----|-----------------|--|
| (1) | (Business Name) | is a disadvantaged Class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the City, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. |
| (2) | (Business Name) | is a disadvantaged Class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the City with full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. |
| (3) | (Business Name) | is a disadvantaged Class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual. |
| (4) | (Business Name) | is a disadvantaged Class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class 1, Class 2, or Class 3 business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual. |
| (5) | (Business Name) | requests a Conditional Class 1 classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City. |
| (6) | (Business Name) | requests a Conditional Class 2 classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent to meet the requirements shall be provided to the City within three (3) months of entering into a contract with the City. |

BIDDER'S COMPANY:

AUTHORIZED
PERSON:

COMPANY

Perry A. Boucher

Perry A Boucher

11/22/2022

PRINT NAME

SIGNATURE

DATE

Forms Non-Iso – revised 7/2/2021

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

Project Description: **RFP# 12732-035**
Beach Equipment Rental Concession

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date:

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **Boucher Brothers Beach Management Fort Lauderdale, LLC**EIN (Optional): **26-3102768**

Address: **1451 Ocean Drive, Suite 205**

City: **Miami Beach**State: **Florida**Zip: **33139**

Telephone No.: **305-535-8177**FAX No.: **305-538-3288**Email: **pboucher2@gmail.com**

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**):

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
Addendum 1	11/4/2022				
Addendum 2	11/8/2022				

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

None

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Perry A. Boucher
Name (printed)

Perry A. Boucher
Signature

11/22/2022
Date

VP
Title

Revised 4/28/2020