

**AGREEMENT FOR  
BEACH EQUIPMENT RENTAL CONCESSION**

THIS AGREEMENT, made this 24<sup>th</sup> day of September, 2013, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Boucher Brothers Beach Management Fort Lauderdale, LLC, a Florida limited liability company, ("Contractor" or "Company" or "Franchisee"), whose address and phone number are 1605 Northeast 17 Avenue, Fort Lauderdale, FL 33305, 954-520-4318, Fax 954-565-4093, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Request for Proposal 715-10794, Beach Equipment Rental Concessions, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's response to the RFP, dated November 21, 2011, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated Sept. 24, 2013, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

**II. SCOPE**

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents. Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

### **III. TERM OF AGREEMENT**

The initial contract period shall commence on February 1, 2012, and shall end on January 31, 2017. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

### **IV. FRANCHISE FEE PAYMENTS**

The Franchisee shall pay to the City a guaranteed annual franchise fee monthly in advance (for initial contract term and any extension periods), as set forth in the Franchisee's response to the proposal section of the RFP. The initial monthly payment shall be paid within seven (7) working days after notification by the City, of its award of this contract. Payments are due seven (7) working days prior to the commencement of each month thereafter. If the payment is not received within thirty (30) days of payment due date, the City may take possession of, distraint, appropriate and/or dispose of the Franchisee's assets on City property, at the City's sole discretion, and cancel this contract. Paragraph 19 of Part III of the RFP is amended to require a payment and performance bond in the amount of one month of the guaranteed annual franchise fee.

In addition to the guaranteed annual franchise fee, annually, the Franchisee shall pay the City:

1) Ten (10%) percent of the Franchisee's annual gross revenue net of sales tax collected, in excess of the minimum guaranteed annual franchise fee, derived from the Franchisee's rental and/or sale of any and all items offered to customers in the operation of the Beach Equipment Rental Concession; Hotel Amenity Agreements; beverage sales, and Additional Amenities in accordance with the terms of this contract.

2) Within sixty (60) days after the end of each contract year the Franchisee shall deliver to the City a written annual statement of the gross revenue of the contract year together with such payments. All payments shall be submitted to the Parks and Recreation Department designee.

All payments shall be presented, in the form of a cashier's check or certified check, payable to the City of Fort Lauderdale.

The failure of the Franchisee to comply with the payment schedule as stated will result in the disqualification of the Franchisee and award of contract to the second ranked proposer.

## V. GENERAL CONDITIONS

### A. Indemnification

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. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

### B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, 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 infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. 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 all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

### C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to

continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

**D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

**E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. 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 provided by law.

**F. Insurance**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division. The Contractor's insurance must be provided by an A.M. Best's "A"-rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract,

**Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation - Per Chapter 440, Florida Statutes  
Employers' Liability \$1,000,000.00

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made, by the City's Risk Manager, if they are in accordance with Florida Statutes.

### **Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

### **Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence
	OR
Combined Single Limit	\$1,000,000 (bodily injury and property Damaged combined)

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 North Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

**G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

**H. Standard of Care**

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

**I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

**J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records,

supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

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.

#### **K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

#### **L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

## **O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

## **P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

## **Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

## **R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action from breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

**U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

**V Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

**W. Prior Agreements**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**AA. Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**BB. Scrutinized Companies**

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), and *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 24 Fla. L. Weekly C252 (Fla. May 6, 2013), and their progeny, this Section applies to any contract for goods or services of \$1 million or more:

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 (2013), as may be amended or revised. The City may terminate this Contract 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 (2013), 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 has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

**CC. Public Records**

Contractor shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**DD. Miscellaneous**

1. The section titled "Visioning Process" on Page 5 of the Contractor's response to the RFP is deleted in its entirety.

2. The section titled "Recreational Facilities" on Page 44 of the Contractor's response to the RFP is deleted in its entirety.

3. The section titled "Catering to the Convention and Meetings Marketplace" on Pages 44 and 45 of the Contractor's response to the RFP is deleted in its entirety.

4. The section titled "Variance 4 Group Beach Events" on page 45 of the Contractor's response to the RFP is deleted in its entirety.

5. The following language contained on page 46 of the Contractor's response to the RFP is deleted: "To the extent beach guests would like products, Boucher Brothers Beach Management attendants would deliver the desired products to the guests. To the extent beach guests would like services, Boucher Brothers Beach Management attendants would provide or otherwise arrange desired services."

6. The sections titled "A Phased-In Approach" and "Added Value Marketing" on page 47 of the Contractor's response to the RFP are deleted in their entirety.

7. The following language contained in the section titled "Central Theme of the Concession" on page 48 of the Contractor's response to the RFP is deleted: "Enhanced activities for residents and tourists."

8. The third sentence of the sixth paragraph of the section titled "Proposed Amenities" on page 52 of the Contractor's response to the RFP is amended to provide as follows: "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."

9. The section titled "Proposed Amenities" on page 54 of the Contractor's response to the RFP is deleted in its entirety.

10. The following language contained in the section titled "Public Rental Rates" on page 74 of the Contractor's response to the RFP is deleted: "Boucher Brothers Beach Management also proposes other arrangements discussed in Variance 1 (next page)."

11. The section titled "Beverage Service" on page 117 of the Contractor's response to the RFP is deleted in its entirety. However, the Contractor may sell non-alcoholic beverages in accordance with the RFP and as set forth in the Hydration Plan attached hereto as Attachment 1. Any change to the Hydration Plan is subject to the City's prior written approval.

12. The concession service may include the use of two customized ATVs equipped with appropriate signage listing the products for sale in accordance with all applicable laws,

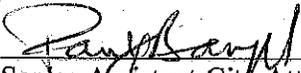
ordinances, rules, and regulations. The Contractor shall not use the ATVs for the delivery of products on the beach east of the Wave Wall. Any signage is subject to all applicable laws, ordinances, rules, and regulations, and prior written approval by the City. The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By:  For  
City Manager

Approved as to form:

  
Senior Assistant City Attorney

ATTEST:

CONTRACTOR

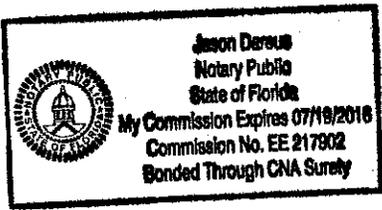
By: [Signature]  
Print Name: Charles B. Perry  
Secretary

By: [Signature]  
Print Name: Charles B. Perry  
President

(CORPORATE SEAL)

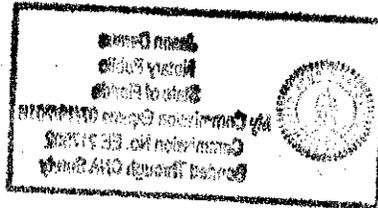
STATE OF Florida :  
COUNTY OF Broward :

The foregoing instrument was acknowledged before me this 20 day of September 2013, by Charles B Perry as president for Boucher Brothers Beach Management Fort Lauderdale, LLC, a Florida limited liability company.



[Signature]  
(SEAL) Notary Public, State of Florida  
(Signature of Notary Public)  
Jason Dorcus  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification X  
Type of Identification Produced Florida Driver Lic



**CONTRACT  
COPY**

**Solicitation 715-10794**

**Beach Equipment Rental Concession**



**CITY OF FORT LAUDERDALE**

**City of Fort Lauderdale**

## Bid 715-10794 Beach Equipment Rental Concession

Bid Number **715-10794**  
 Bid Title **Beach Equipment Rental Concession**

Bid Start Date **Oct 19, 2011 10:57:00 AM EDT**  
 Bid End Date **Nov 28, 2011 2:00:00 PM EST**  
 Question & Answer End Date **Nov 18, 2011 12:00:00 PM EST**

Bid Contact **Richard Ewell**  
**Procurement Specialist II**  
**Procurement Services**

Pre-Bid Conference **Nov 2, 2011 10:00:00 AM EDT**  
**Attendance is optional**  
**Location: Fort Lauderdale Aquatic Center Press Room**  
**501 Seabreeze Blvd.**  
**Fort Lauderdale, FL 33316**

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**Changes made on Nov 18, 2011 7:57:02 AM EST**

Previous Q & A End Date	<b>Nov 4, 2011 5:00:00 PM EDT</b>	New Q & A End Date	<b>Nov 18, 2011 12:00:00 PM EST</b>
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**Changes made on Nov 21, 2011 2:20:34 PM EST**

Previous End Date	<b>Nov 22, 2011 2:00:00 PM EST</b>	New End Date	<b>Nov 28, 2011 2:00:00 PM EST</b>
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**Changes were made to the following items:**

Beach Equipment Rental Concession

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**Description**

The City of Fort Lauderdale, Florida is seeking proposals from qualified proposers to provide a beach equipment rental concession for the City's Business Enterprises Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals.

For a copy of the RFP, go to [www.bidsync.com](http://www.bidsync.com).

Added on Nov 21, 2011:

End date extended to 2:00 November 28, 2011.

**Changes made on Nov 21, 2011 2:20:34 PM EST**

**RFP #715-1079****TITLE: Beach Equipment Rental Concession****PART I – INTRODUCTION/INFORMATION****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as proposer or Franchisee, to provide a beach equipment rental concession for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). It is the intent of the City to award a single contract to the first ranked proposer responding to this RFP. The contract is for a Franchise, pursuant to Sec.8-55.2 of the Code of Ordinances of the City of Fort Lauderdale, hereinafter referred to as Franchise or concession.

**02. INFORMATION OR CLARIFICATION**

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Proposer's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

**03. TRANSACTION FEES**

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors/proposers to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

**04. PRE-PROPOSAL CONFERENCE**

There will be a pre-proposal conference scheduled for this Request for Proposal as stated in PART II – RFP Schedule. It is strongly suggested that all Proposers attend the pre-proposal conference.

It is the sole responsibility of the /Proposer to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance.

**05. ELIGIBILITY**

To be eligible to respond to this RFP, the proposer must demonstrate that he/she/it has successfully provided services similar to those specified in the Scope of Services

section of this RFP to at least one governmental entity similar in size and complexity to the City of Fort Lauderdale or has the managerial ability and capitalization to start successfully such an operation by the required date.

06. PRICING

All pricing information should be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

07. RFP DOCUMENTS

The Proposers shall examine this RFP carefully. Ignorance of the requirements will not relieve the Franchisee from liability and obligation under the contract.

08. AWARD

Award will be made to the highest ranked responsive and responsible proposer, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

09. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

**PART II - RFP SCHEDULE**

Release RFP 10/20/11

Pre-Bid Meeting 11/02/11

Location: Aquatic Center Press Room  
501 Seabreeze Blvd.  
Ft. Lauderdale, FL 33316

Time: 10:00 am

Last Date for Receipt of Questions of a Material Nature 11/04/11

Addendum Release (If required) 11/08/11

PROPOSAL DUE (Prior to 2:00 PM EST) 11/22/11

### PART III - SPECIAL CONDITIONS

01. **GENERAL CONDITIONS**  
RFP General Conditions Form G-107 Rev. 11/10 (GC) are included and made a part of this RFP.
02. **NEWS RELEASES/PUBLICITY**  
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.
03. **RFP DOCUMENTS**  
The Proposer shall examine this RFP carefully. Ignorance of the requirements will not relieve the Franchisee from liability and obligations under the contract.
04. **PROPOSERS' COSTS**  
The City shall not be liable for any costs incurred by proposers in responding to this RFP.
05. **RULES AND PROPOSALS**  
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the Franchisee.
06. **CONTRACT PERIOD**  
The initial contract term shall commence upon final execution of the contract by the City and shall expire three years from that date or the day after the current contract expires, whichever is later. However, in the event the City's applicable ordinance is amended to provide for a franchise term that may exceed three years, the City reserves the right unilaterally to extend the agreement for a period up to the maximum term provided by such ordinance but no longer than two additional years.  
  
In the event services are scheduled to end because of the expiration of this contract, the Franchisee shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Franchisee shall be compensated for the service and pay the City at the rates in effect when the City invokes this extension clause.
07. **SERVICE TEST PERIOD**  
If the Proposer has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Franchisee can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all

specifications, terms and conditions contained in the contract.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Franchisee or to select another Franchisee (if applicable).

08. **CONTRACT COORDINATOR**

The City may designate a Franchisee Coordinator whose principal duties shall be:

Liaison with Franchisee.

Coordinate and approve all work under the contract.

Resolve any disputes.

Assure consistency and quality of Franchisee's performance.

Schedule and conduct Franchisee performance evaluations and document findings.

Review and approve for payment all invoices for work performed or items delivered.

09. **FRANCHISEE PERFORMANCE REVIEWS AND RATINGS**

The City Franchisee Coordinator may develop a Franchisee performance evaluation report. This report shall be used to periodically review and rate the Franchisee's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and franchisee is subject to penalty provisions under the contact.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Franchisee subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Franchisee shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Franchisee performance reviews and subsequent reports will be used in determining the suitability of contract extension.

10. **FRANCHISE FEE PAYMENTS**

The Franchisee shall pay to the City a guaranteed annual franchise fee monthly in advance (for initial contract term and any extension periods), based on that amount submitted in the response to the proposal section of this RFP and accepted by the City. The initial monthly payment shall be paid within seven (7) working days after notification by the City, of its award of this contract. Payments are due seven (7) working days prior to the commencement of each month thereafter. If the payment is

not received within thirty (30) days of payment due date, the City may take possession of, distraint, appropriate and/or dispose of the Franchisee's assets on City property, at the City's sole discretion, and cancel this contract.

In addition to the guaranteed annual franchise fee, annually, the Franchisee shall pay the City:

- 1) Eight (8%) percent of the Franchisee's annual gross revenue net of sales tax collected, in excess of the minimum guaranteed annual franchise fee, derived from the Franchisee's rental and/or sale of any and all items offered to customers in the operation of the Beach Equipment Rental Concession; Hotel Amenity Agreements; and Additional Amenities in accordance with the terms of this contract.
- 2) Within sixty (60) days after the end of each contract year the Franchisee shall deliver to the City a written annual statement of the gross revenue of the contract year together with such payments. The first contract year shall commence on or about December 1, 2011. All payments shall be submitted to the Parks and Recreation Department designee.

All payments shall be presented, in the form of a cashier's check or certified check, payable to the City of Fort Lauderdale.

The failure of the first ranked proposer to comply with the payment schedule as stated will result in the disqualification of this proposer and award of contract to the second ranked proposer.

11. **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Franchisee agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Franchisee.

Franchisee agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Franchisee agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Franchisee thirty (30) days written notice.

12. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned.

If the Franchisee and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Franchisee will submit a revised budget to the City for approval prior to proceeding with the work.

13. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Franchisee's personnel proposed for the contract will be available for the initial contract term. In the event the Franchisee wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause. See Section 5.09 General Conditions.

14. INSURANCE

The Franchisee shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the Franchisee's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Franchisee to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department.

The Franchisee's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the Franchisee that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

### **Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation – Per Florida Statute 440

Employers' Liability - \$1,000,000.00

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com).

### **Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent Franchisees and Contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the Franchisee under the indemnity provision of the Contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Franchisee.

### **Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person
	\$500,000 each occurrence
Property damage	\$100,000 each occurrence
	OR
Combined single limit	\$1,000,000 (bodily injury and property damage combined)

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful proposer, you will be required to provide a certificate naming the City as an "additional insured" for both General Liability and Automobile.

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Department  
100 N. Andrews Avenue, Room 619  
Ft. Lauderdale, FL 33301

15. SUBCONTRACTORS

If the Franchisee proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require the Franchisee to replace subcontractor with one that meets City approval.

Franchisee shall ensure that all of Franchisee's subcontractors perform in accordance with the terms and conditions of this Agreement. Franchisee shall be fully responsible for all of Franchisee's subcontractors' performance, and liable for any of Franchisee's subcontractors' non-performance and all of Franchisee's subcontractors' acts and omissions. Franchisee shall defend at Franchisee's expense, counsel being subject to your approval or disapproval, and indemnify and hold you and your officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Franchisee's subcontractors for payment for work performed for you by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Franchisee's subcontractors or by any of Franchisee's subcontractors' officers, agents, or employees. Franchisee's use of subcontractors in connection with this Agreement shall be subject to the City's prior written approval, which approval the City may revoke at any time.

16. INSURANCE – SUBCONTRACTORS

Franchisee shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the Franchisee may consider necessary, and any deficiency in the coverage of policy limits of said subcontractors will be the sole responsibility of the Franchisee.

17. INSURANCE FOR COLLECTION OF CREDIT CARD PAYMENTS

The Franchisee shall provide proof that they maintain insurance coverage in an amount of not less than \$1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website and/or merchant account payment system that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions or computer data to, from or within a computer system) data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference (interfering with the functioning of a computer system by in putting,

transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

18. PROPOSAL SECURITY

A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of ten percent (10%) of the total proposed amount. A proposal security can be in the form of a bid bond or cashiers check. Proposal security will be returned to the unsuccessful proposer as soon as practicable after opening of proposals. Proposal security will be returned to the successful bidder after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

Failure of the successful proposer to execute a contract, provide a performance bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the proposal security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

19. PAYMENT AND PERFORMANCE BOND

The Franchisee shall within fifteen (15) working days after notification of award, furnish to the City a payment and performance bond, in the amount of the proposed total price 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 payment and performance bond. The performance bond must be executed by a surety company authorized to issue performance bonds in the State of Florida and having a resident agent.

The surety company must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

Acknowledgement and agreement is given by both parties that the amount herein set for the payment and 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 Franchisee to the City in the event of a material breach of this Agreement by the Franchisee.

20. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Franchisee will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot,

civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Franchisee will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

## 21. PUBLIC ENTITY CRIMES

NOTE: Proposer, by submitting a proposal attests they have not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Franchisee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

## 22. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the concession site. Damage to public and/or private property shall be the responsibility of the Franchisee and shall be repaired and/or replaced at no additional cost to the City.

23. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Franchisee. The Franchisee waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this contract are in United States dollars.

24. LOBBYING ACTIVITIES

ALL PROPOSERS PLEASE NOTE: Any proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

<http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf> .

25. BID TABULATIONS/INTENT TO AWARD

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm). Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

26. PERMITS, LICENSES

The Franchisee agrees to obtain and pay for all permits, licenses, and business taxes necessary to conduct the business and agrees to comply with all laws governing the responsibility of the employer with respect to persons employed by the Franchisee. The Franchisee shall also be solely responsible for payment of any taxes levied on the concession operation. In addition, the Franchisee shall comply with all rules, regulations and laws, including permit requirements of Chapter 8 Boats, Docks, Beaches and Waterways; Article III - Public Beaches; Section 8-51 to 8-85, of the City of Fort Lauderdale, Broward County, State of Florida and the U.S. Government, now in force or hereafter to be adopted.

27. SALES TAX

The Franchisee shall pay all applicable taxes.

Florida State Sales Tax (Tax) and Broward County discretionary sales surtax, if any, is due on all transactions pursuant to Florida Statutes, the Florida Administrative Code, and Broward County ordinance, if any, as any of the above may be amended or revised. At this time, the Tax is due on:

Rental Fees - A Tax at the current rate of six percent is due on all rentals to the public. This tax is collected by the vendor and remitted to the Florida Department of Revenue utilizing the vendor's Sales Tax Identification Number.

Sales Tax on Franchise Payments to the City - A Tax at the current rate of six percent is due on all Franchise payments to the City (including minimum guaranteed annual franchise fee and the eight percent of annual gross revenue in excess of minimum guaranteed annual franchisee fee net of sales tax collected. This tax is computed on the gross payment for right of occupancy due the City and is payable to the City together with the Franchise fee payment. This tax must be separately stated on the vendor's payment to the City.

Gross revenues include all revenues from the sale and/or rental of beach equipment, Hotel Amenity agreements and Additional Amenities.

Additional detail may be reviewed at the Florida Department of Revenue's Website <http://www.myflorida.com/dor/taxes/>. The FAC may be reviewed at <http://www.flrules.org>.

28. ANNUAL REPORTS

The Franchisee shall submit to the City an annual CPA-certified statement of Franchisee's gross revenue in a form consistent with generally accepted accounting principles. Such statement shall be accompanied by a report from an independent CPA firm. The period covered by the certified statement of gross revenue shall coincide with the contract year and will be submitted to the City within sixty (60) days after the end of each contract year.

The annual CPA certified gross revenue statement shall be submitted to the City's Parks and Recreation Department.

The form of all records and reports shall be subject to the approval of the city manager or designee. Recommendations for changes, additions, or deletions by the city manager or designee must be complied with by the Franchisee. The city manager or the city manager's designee must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract.

29. RECORDS

Franchisee shall maintain current, accurate, and complete financial records on an accrual basis of accounting related to its operations pursuant to this contract. Franchisee shall keep on the premises, or such other place approved by the City, true, accurate, and complete records and accounts of all sales, rentals, and any other type of business being transacted on or off the premises related to Beach Equipment Rental Concessions. Systems and procedures used to maintain these records shall include a system of internal controls and all accounting records shall be maintained in accordance with generally accepted accounting principles and shall be open to inspection and audit by the city manager or the city manager's designee upon 72 hours notice. Such records and accounts shall include a breakdown of gross revenue, expenses, and profit and loss statements. Such other records shall be

maintained as would be required by an independent CPA in order to audit a statement of annual gross revenue and profit and loss statement pursuant to generally accepted accounting principles.

30. RECEIPTS

Franchisee shall use sequentially pre-numbered receipts in duplicate form. Receipts shall reference the name of the Franchisee and the City of Fort Lauderdale and include current rates. One copy of such receipt shall be provided to the customer and one copy shall be maintained with Franchisee's records.

31. ONE FRANCHISEE/MINIMUM FEES

The City intends to award a single contract for five Concession Areas as defined in Part IV, Paragraph 5.

Minimum acceptable guaranteed annual franchise fee payable to the City:

<u>Year 1</u>	\$ 250,000
<u>Year 2</u>	272,500
<u>Year 3</u>	295,000

Minimum acceptable guaranteed annual franchise fee payable to the City in the event the contract is extended:

<u>Year 4</u>	317,500
<u>Year 5</u>	340,000

The above is the minimum acceptable guaranteed annual franchise fees for years 1 through 3, and 4 and 5. Proposer may propose higher minimum guaranteed annual franchise fees as part of the response to the proposal section of this RFP.

32. DEFAULT

In the event of any of the following the City may terminate this contract for default:

1. If the Franchisee fails to perform in the manner called for in the contract, or if the Franchisee fails to comply with any other provision of the contract, or
2. If Franchisee abandons or vacates the premises prior to the expiration of the term hereof, or
3. If Franchisee fails to make the payments as set forth herein and said payment is not made within fifteen (15) days after written notice is given to Franchisee.

If Franchisee fails to perform in accordance with any of the other terms and conditions of this contract, and such default is not cured within fourteen (14) days after written notice is given to Franchisee, the City may, at its sole option and discretion, institute such proceedings as in its opinion are necessary to cure such defaults and to

compensate City for damages resulting from such defaults, including but not limited to, the right to give to Franchisee a notice of termination of this contract. If such notice is given, the term of this contract shall terminate upon the date specified in such notice from City to Franchisee. On the date so specified, Franchisee shall then quit and surrender the Concession Area(s) to City.

Upon the termination of this contract, all rights and interest of Franchisee in and to the Concession Area(s) and to this contract, and every part thereof, shall cease and terminate, and City may, in addition to all rights and remedies it may have, including but not limited to, beginning procedures to collect the Performance Bond in Part I, Paragraph 6, retain all sums paid to it by Franchisee under this contract. In addition to the rights set forth above, City shall have the right to pursue any and all of the following:

- a. take possession of all equipment, and other personal property of Franchisee, and remove such property or any part of it and store it at Franchisee's expense or sell it or otherwise dispose of it as the City deems appropriate; and/or,
- b. the right to injunction or other similar relief available to it under Florida law against Franchisee; and/or,
- c. the right to maintain any and all actions at law or suits in equity or other proper proceedings to obtain damages resulting from Franchisee's default.

If it is later determined by the City that the Franchisee had an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of, or beyond the control of the Franchisee, City after setting up a new performance or delivery schedule, may allow the Franchisee to continue work, or treat the termination as a termination for convenience.

### 33. TERMINATION FOR CONVENIENCE/PARTIAL TERMINATION

In the event of termination or partial termination by City of the contract pursuant to this Subsection, Franchisee hereby acknowledges and agrees that it shall not have any claim, demand, or cause of action of whatsoever kind of nature, against the City, its agents, servants and employees, including but not limited to, claims for interference in business or damages for interruption of services or interference in its concession operations for beach equipment rental.

### 34. SURRENDER OF CONCESSION AREA

At the expiration of this contract, or earlier termination in accordance with the terms of this contract, Franchisee shall surrender the Concession Area(s) in same condition as the Concession Area(s) were prior to the commencement of this contract, reasonable wear and tear excepted (including any beach erosion not caused by Franchisee and/or its operation). Franchisee shall remove all its equipment, fixtures, personal

property, etc., upon forty-eight (48) hours written notice from the city manager or the city manager's designee, unless a longer time period is agreed to by the City. Franchisee's obligation to observe or perform this covenant shall survive the expiration or other termination of this contract. Continued occupancy of the Concession Area(s) after termination of the contract shall constitute trespass by the Franchisee, and may be prosecuted as such.

35. **BANKRUPTCY**

If Franchisee shall be adjudicated bankrupt or insolvent, or makes an assignment for benefit of creditors, or if the contractual rights are sold under a legal order or judgment, or Franchisee shall file a voluntary petition in bankruptcy or insolvency or a petition in bankruptcy or insolvency is filed against the Franchisee, or Franchisee shall apply for reorganization or arrangement with its creditors under the bankruptcy or insolvency laws now in force or hereinafter enacted, then the City may immediately, or at any time thereafter, and without further demand or notice, terminate this contract without being prejudiced as to any remedies which may be available to it for Franchisee's breach of contract.

36. **INSPECTION OF PREMISES**

For the purposes of inspection, City reserves the right to enter any part of the Concession Areas at any time.

37. **NOTICES**

All notices and franchise fee payments shall be sent to the City at the following address:

City of Fort Lauderdale  
Aquatic Complex Manager  
501 Seabreeze Blvd.  
Fort Lauderdale, FL 33316

City and Franchisee may change their addresses at any time upon giving the other party written notification.

All notices under this contract must be in writing and shall be deemed to be served when delivered to the address of the addressee. All notices served by mail shall be registered mail, return-receipt requested.

Franchisee may designate additional persons for notification of default.

38. **ATTORNEY FEES**

Franchisee agrees to pay the cost of collection and reasonable attorney fees on any part of said payment that may be collected by suit or by attorney after the same is past due. In the event of any other litigation the prevailing party shall be entitled to collect attorney fees and court costs from the losing party.

39. **SIGNS**

No signs whatsoever, including advertising signs, shall be erected or permitted upon the premises until the plans have first been submitted to the City in accordance with all federal, state and city laws, statutes and ordinances and approval received in writing.

Notice of equipment rental rates shall be made available to the public in each Concession Area. The City shall determine type, size, location and placement of notice.

40. **APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS**

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features, which are desired by the City of Fort Lauderdale. The City is receptive to any product, which would be considered by qualified City personnel as an approved equal.

The proposer must state clearly in his/her/its proposal pages any proposed variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the City to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualified as approved equal. The City reserves the right to award to that proposal which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

41. **SERVICE AGREEMENT**

Service Agreement Form (Attachment B) is included and made a part of this RFP.

## PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### 01. GENERAL INFORMATION/INTENT

It is the intent of this RFP to award a single contract to provide beach rental equipment, as specified in this RFP, for the Fort Lauderdale public beaches.

### 02. OPERATING REGULATIONS

1. All city, county, federal and state laws, ordinances, and regulations relating to the operational use of the City's beachfront areas, shall be adhered to by the Franchisee, his/her representatives and employees. This shall relate to laws, ordinances, and regulations currently in force and those adopted hereafter.
2. The Franchisee will conduct his/her/its operation and provide contracted services, in such a manner as to maintain reasonable quiet and minimize disturbance to the general public.
3. The security for all property, equipment and supplies owned and provided by the Franchisee shall remain the responsibility of the Franchisee. Costs relating to the repair or replacement of such items, stolen, lost or damaged shall be at the sole cost and expense of the Franchisee.
4. The Franchisee will be responsible for all damage to City property or the City beachfront caused by the Franchisee or his/her/its officers, employees, subcontractors, or agents. Any such damage shall be corrected at the sole cost and expense of the Franchisee.
5. The Franchisee shall have a neat and orderly operation to the City's satisfaction at all times and shall be solely responsible for the necessary housekeeping services to properly maintain the Concession Area(s) and all facilities incident thereto. The Franchisee shall make available all facilities within the Concession Area(s) under its control for the City's inspection during hours of operation.
6. Franchisee shall perform any repairs, cleaning and other maintenance as required to maintain a clean and safe working environment on a continuous and immediate schedule. Franchisee shall maintain the Concession operation so as to provide an aesthetically pleasing appearance and not be detrimental to the immediate surroundings.
7. The Franchisee shall staff, operate, manage, and provide all services and facilities offered in a first class manner and comparable to other high quality concessions providing similar facilities and services.
8. The Franchisee's vehicles, trailers and equipment shall be in a neat, clean and well-maintained condition at all times. Any repairs, cleaning or other maintenance as required to maintain a clean and safe working environment, shall be provided on a continuous and immediate schedule.

9. There shall be no overnight storage of any type on the beach except chairs, umbrellas, windbreaker/clamshells and storage boxes as approved by the City. Any other equipment and/or storage shall be subject to prior City approval and in accordance with Ordinance C-93-26. The security for all property, equipment and supplies owned and provided by the Franchisee, shall remain the responsibility of the Franchisee. Costs relating to the repair or replacement of such items, stolen, lost, or damaged, shall be at the expense of the Franchisee.

As part of the administration of the contract, the city manager or designee shall conduct periodic inspections of concession facilities, equipment, services, and programs to determine compliance with the terms of this contract.

03. PARKING REQUIREMENTS

No parking spaces will be provided by the City. Franchisee and his/her/its customers shall utilize those parking facilities available to the general public.

04. USE OF CONCESSION AREAS

The Franchisee shall not use the Concession Area for any other purpose, unless specifically authorized by the City and made a part of this contract, than the renting of beach equipment and additional amenities pursuant to this contract, and he/she/it shall so conduct his/her/its business as to render a service to the public in a dignified manner. No pressure, coercion, persuasion, or hawking shall be done by the Franchisee or his/her/its attendants in an attempt to influence the public to use his/her/its service. The City may allow the sale of water and sunscreen lotion by the successful proposer.

05. LOCATION OF SERVICES

For the purpose of defining and awarding the concession contract for beach equipment rental services to the public, the Fort Lauderdale beach is divided into five Concession Areas. The Concession areas are described as follows:

Concession Area A: An area with the southern boundary beginning 10 feet North of the beginning point of the public beach boundary extended to the waters of the Atlantic Ocean, and the northern boundary line being Bahia Mar pedestrian walkway extended to the waters of the Atlantic Ocean.

Concession Area B: An area with the southern boundary being the north right-of-way line of SE 5<sup>th</sup> Street extended to the waters of the Atlantic Ocean, and the northern boundary line being the south right-of-way line at Las Olas Boulevard extended to the waters of the Atlantic Ocean.

Concession Area C: An area with the southern boundary being the north right-of-way line of Banyan Street if extended, extended to the waters of the Atlantic Ocean, and the northern boundary line being the south right-of-way line of Sebastian Street extended to the waters of the Atlantic Ocean.

Concession Area D: An area with the southern boundary being the north right-of-way line of Seville Street extended to the waters of the Atlantic Ocean, and the northern boundary line being the south right-of-way line of Terramar Street extended to the waters of the Atlantic Ocean.

Concession Area E: An area with the southern boundary being the north right-of-way line of Terramar Street extended to the waters of the Atlantic Ocean, and the northern boundary line being the south right-of-way line of Sunrise Blvd. extended to the waters of the Atlantic Ocean.

## 06. EQUIPMENT

Beach equipment as referred to herein shall mean beach chairs, pads, umbrellas, windbreaker/clamshells, Welcome Station beach chair and Welcome Station umbrella. The Franchisee shall not be authorized to rent any equipment, which is not scheduled in his/her proposal and covered by his/her insurance policy furnished to the City, unless prior to such rental, the Franchisee shall have furnished an additional list of equipment to the Contract Administrator and received approval from the City in writing.

The City's Parks and Recreation Department shall approve the design, type, material and color as defined below in writing prior to the commencement date of this contract. Franchisee shall not change, alter, or modify City approved design, type, material or color of any beach equipment without the prior written consent of the city manager or the city manager's designee.

Equipment minimum specifications:

### Beach Chair:

The design, type, material, and color of all Beach Chairs shall be as follows:

- Brand/Manufacturing Company: Tropitone or equivalent
- Style: Tropi-Kai Chaise Lounge or equivalent
- Aluminum construction
- Size: 27"W x 78" L
- Seat height :12 ½" H
- Weight :21 pounds
- Frame Finish Color: Parchment with smooth finish
- Vinyl Strap Color: Parchment
- Strap Width: 2 inches
- Stacking Quantity: 18

### Beach Chair Pad:

- The design, type, material, and color of all Beach Chairs Pads shall be as follows: Fabric: Sunbrella Marine Grade fabric or equivalent
- Thickness: Minimum 3" thickness
- Color: Sunbrella Pacific Blue including piping

**Umbrella:**

The design, type, material, and color of all Umbrellas shall be as follows:

- AnyWhere Chair, Inc. Fiberlite Umbrella or equivalent
- Fabric: Sunbrella Marine Grade fabric or equivalent
- Size: Standard 7 ½" x 8" rib beach umbrella
- Wood bottom pole with Fiberglass Ribs for support
- Color: Sunbrella Pacific Blue

**Windbreaker/Clamshell:**

The design, type, material, and color of all Windbreaker/Clamshells shall be as follows:

- AnyWhere Chair, Inc. or equivalent
- Fabric: Sunbrella Marine Grade fabric or equivalent
- Size: 5 ½" H x 7 ½" W
- Aluminum rods and stainless steel bolts
- Anchors for support
- Windbreaker/clamshells should be free standing and self-supporting
- Color: Sunbrella Pacific Blue

**Welcome Station Beach Chair:**

The design, type, material, and color of all Welcome Station Beach Chairs shall be as follows:

- AnyWhere Chair, Inc., or equivalent
- Fabric for chair: Sunbrella Marine Grade fabric or equivalent
- Color: Sunbrella Pacific Blue
- Frame: Solid oak wood frames with brass hardware
- Color of wood: Walnut Brown
- Double-dowel assembly

**Welcome Station Umbrella:** The design, type, material, and color of all Welcome Station Umbrellas shall be as follows:

- AnyWhere Chair, Inc., or equivalent
- Fabric: Sunbrella Marine Grade fabric or equivalent
- Color: Sunbrella Pacific Blue
- Insignia: Beach Concession logo design and specifications as determined at the sole discretion of the City
- Frame, ribs, and pole: Asian hardwood or equivalent
- Color of Pole: Walnut Brown
- Type: outdoor umbrella

All beach equipment shall be maintained in excellent condition and free of defects such as visible wear, tears, stains, fading, dirt, grime or any condition that would diminish appearance. All rental equipment shall be inspected on a schedule as is necessary to ensure the sound mechanical and working condition and appearance.

A detailed plan for the method to secure umbrellas and windbreaker/clamshells while in use, to ensure the safety of customers and beachgoers, must be provided in the response to the proposal section of this RFP.

07. LOCATION OF EQUIPMENT

A detailed site plan for placement of Beach Equipment and additional amenities must be provided in the response to the proposal section of this RFP. Beach Equipment and additional amenities within each Concession Area shall be placed substantially in accordance with the site plan(s) submitted by Franchisee and approved by the City. Franchisee shall not deviate from the approved site plan(s) without the prior written consent of the city manager or the city manager's designee.

Site plan shall be in accordance with the following guidelines:

Beach equipment and additional amenities shall be placed in each Concession Area (A, B, C, D, E) in designated Placement Areas, defined as areas within Concession Area where equipment may be set up.

Placement Areas shall be set up in accordance with the following:

Equipment may be placed 20 feet from the eastern most boundary from Atlantic Blvd/Fort Lauderdale Beach Blvd/A1A, and no more than 30 feet west of the high water mark.

Equipment shall be placed in straight rows, of equal length, from North to South for a maximum distance of approximately 240 feet.

Beach umbrellas shall be placed a minimum distance of 16 feet apart with no more than 15 umbrellas in any row.

One chair may be placed on either side of each beach umbrella.

The initial daily set up in each placement area shall include at least one row of a minimum of 5 umbrellas with a minimum of 10 padded chairs, one on each side of the umbrella. Site plan must demonstrate where chairs with and without pads will be placed.

Windbreaker/clamshells shall be placed so that there is a minimum clearance of 12 feet between each windbreaker/clamshells on all sides. All windbreaker/clamshells shall include two chairs.

A minimum of 125 chairs with pads shall be set up daily.

Franchisee personnel shall be available to serve as the equipment attendant and representative at the Welcome Stations in each Concession Area. Personnel plan for how the franchise will be staffed

must be provided in the response to the proposal section of this RFP.

A Buffer Area, defined as an area where no beach equipment may be placed, shall separate each Placement Area. Buffer Area shall be a minimum distance of 90 feet.

No equipment shall be placed on or within those portions of the beach where a lifeguard stand is currently located including the area extending from the eastern most boundary of Atlantic Blvd/Fort Lauderdale Beach Blvd/A1A to the shore line and bounded by a line 90 feet north of the lifeguard stand and bounded by a line 90 feet to the south of the lifeguard stand.

No equipment shall be placed within those portions of the beach where there exists a beach access point (evidenced by a designed break in the beach wall) from the eastern most boundary of Atlantic Blvd/Fort Lauderdale Beach Blvd/A1A to the shore line and bounded by a line 20 feet to the north of the northern boundary of the break and 20 feet to the south of the southern boundary of the break.

Each Concession Area shall have a minimum of one "Welcome Station," defined as an area consisting of a single Welcome Station Beach Chair and Welcome Station Umbrella placed at the approximate midpoint of a Buffer Area between Placement Areas, approximately 12 feet from the eastern most boundary of Atlantic Blvd/Fort Lauderdale Beach Blvd/A1A. The beach chair shall be positioned facing west toward Atlantic Blvd/Fort Lauderdale Beach Blvd/A1A. A competent person must staff each "Welcome Station" at all times while the concession is in operation.

The City reserves the right to identify the Concession Area(s), Placement Areas, Buffer Areas and Welcome Stations.

The parties acknowledge that Franchisee's patrons may themselves relocate chairs and other beach equipment within a Concession Area and/or to an immediately adjacent Buffer Area. Such relocation shall be permitted, provided that, in the aggregate, Franchisee does not materially alter, or allow to be materially altered, the configuration of a particular Concession Area, as set forth in the approved site plan(s) and/or an adjacent Buffer Area. In the event of this occurrence, Franchisee shall immediately correct any material alteration within a Concession Area to bring same back into substantial conformance with the approved site plan(s).

Notwithstanding the above, the City's Ocean Rescue shall at all times have the sole and absolute discretion to require Franchisee, and/or Franchisee's patrons, to relocate chairs and other beach equipment in the event that such chairs and/or beach equipment in any way impede and/or obstruct sightlines, or have any other effect whatsoever which would directly or indirectly impede the performance of Ocean Rescue activities. Notwithstanding the Ocean Rescue's right to require relocation of chairs and/or beach equipment as provided herein, Franchisee will cooperate with Ocean Rescue in compliance with the preceding sentence.

08. OPERATION SCHEDULE

Beach equipment shall be placed within a Concession Area, substantially in accordance with an approved site plan(s). Set-up of beach equipment shall be permitted daily before 10:00 a.m., but no earlier than one hour after sunrise.

During the term of this contract each Concession Area (A, B, C, D, E) shall be open and continuously staffed 7 days a week, on a 52-week per year schedule in accordance with the Franchisee's approved site plan(s). Each Concession Area (A, B, C, D, E) shall be open the minimal acceptable hours of operation which shall be between 10:00 a.m. and 5 p.m. Any change in the hours of operation shall be at the City's sole option and discretion, and any request by Franchisee for an increase or decrease in same shall be subject to the prior written approval of the city manager or the city manager's designee.

Exceptions shall be considered when inclement weather conditions do not warrant the operation of this concession service or with an advance request for such change and approval by the city manager or the city manager's designee.

09. USE OF BEACH

The beach is for the use and enjoyment of the public for recreation and other public purposes and the right to such use shall not be infringed upon by any activity of the Franchisee. Upon execution of this contract, Franchisee acknowledges that all of the beaches are public and as such concession operations must not restrict, or appear to restrict, access to the general public, or in any way limit the public nature or ambiance of the beachfront. The Franchisee will conduct its operations so as to maintain a reasonably quiet and tranquil environment for the adjacent area, and make no public disturbances.

Notwithstanding the Concession Areas as defined above, Franchisee understands, agrees and acknowledges that the aforesated Concession Areas along with any and all other public beachfront areas not specifically identified herein, are public and, as such, must remain available for the use and enjoyment of the general public whether or not the public chooses to use any of the Franchisee's equipment. In the event that a member of the public is within a particular Concession Area, as set forth herein, Franchisee agrees to allow for his/her continued peaceful enjoyment of said area.

10. ADVERTISING

The Franchisee shall not display any signs or advertising matter, except a list of prices charged in a format and design approved by the City.

11. RENTAL RATES

Concession services shall be consistent with those charges for similar services and merchandise in the area of recreational facilities and tourist attractions in the Broward County area.

The rates and charges for rental of such equipment must be provided in the response

to the proposal section of this RFP. Such rates must be reviewed and approved by the City prior to the commencement of any contract. Such stated rates and charges shall be consistent throughout the term of this contract.

Any requests for modification and changes in such rates must be presented to the City, with a minimum of 30 days prior to the desired date of rate change. Such change requests must be in writing and directed to the City's contract administrator. The City shall review and accept, deny, or modify such rate change requests. The City shall have the last and final decision relating to any such change requests.

## 12. EQUIPMENT STORAGE

A detailed plan for storage and removal of beach equipment must be provided in the response to the proposal section of this RFP. The storage plan must include a detailed site plan depicting type, size, number and location of storage boxes, content of storage boxes, manner and placement of stacked chairs and if applicable water and sunscreen lotion. Plan must include details for off-site storage of pads. Pads may not be stored on the beach. Water and sunscreen lotion may not be stored on the beach.

The design, type, material, and color of all Storage Boxes shall be as follows:

- Taylor Made Products or equivalent
- Type: Taylor made Fiberglass dock type box or equivalent
- Color: White
- Size: Maximum outer dimensions:
  - width: 72 "
  - depth: 26"
  - height: 27"

The Franchisee agrees to abide by all city, county, state, and federal laws and ordinances with regard to use of beachfront areas, as amended or adopted hereafter. Franchisee herein further acknowledges that it shall not hold the City liable for any expenses and/or other damages incurred as a result of compliance with such requirements as referred to herein.

## 13. HURRICANE EVACUATION PLAN

Franchisee agrees that all its storage facilities, beach equipment and any and all other equipment or other items used in the concession operations will be removed from the beachfront immediately within one (1) hour of notification by appropriate City authorities, and stored at an approved, private, off-site location. A detailed hurricane preparedness/evacuation plan, which shall include the location and proof of ownership and/or control by Franchisee (either through a deed, lease or other form satisfactory to the City Manger and/or his designee) of a proposed hurricane storage facility, must be provided in the response to the proposal section of this RFP.

**14. SEA TURTLES**

Franchisee agrees and understands that the State of Florida has advised that in order to place facilities and/or equipment on the beach, surveys for marine turtle nesting activity must be ongoing between the period of March 1 and October 31, or as determined by the State of Florida each year:

- a. It is the responsibility of the Franchisee to abide by any order issued by the State of Florida and/or cooperate with Broward County to ensure that nesting surveys may be conducted in accordance with the conditions set forth by the State.
- b. In the event an unmarked marine turtle nest is exposed, or a dead, injured, or a sick marine turtle is discovered, Franchisee shall call the Sea Turtle Hotline (954) 328-0580 or immediately notify the appropriate City authority such that appropriate conservation measures may be taken.
- c. If Franchisee or his/her staff sees someone harassing a sea turtle or poaching a nest, Franchisee shall immediately call the Florida Fish and Wildlife Conservation Commission at 1-888-404-3922 to report the matter.
- d. No temporary lighting associated with the concession will be permitted at any time during the marine turtle-nesting season and no permanent lighting is authorized.
- e. The placement and removal of facilities and equipment on the beach shall be conducted during daylight hours and shall not occur in any location prior to completion of the necessary marine turtle protection measures.
- f. Disturbing the existing beach, and dune topography and vegetation is prohibited.

**15. APPEARANCE OF PREMISES**

The Franchisee shall be responsible to have a neat, clean and orderly operation at all times and is responsible for maintaining that condition during operating hours within an area of 100 feet of the concession site. Franchisee shall rake the area and remove all debris as needed to maintain a neat and clean operation. Franchisee shall cooperate with City staff, and set-up and break down of rental equipment shall not interfere with City beach maintenance operations.

The Franchisee shall provide a trash receptacle and a recycle receptacle, at their sole cost and expense, which is accessible to the Concession Area, placement area, and/or Welcome Station. City trash/recycle containers may NOT be used by Franchisee for disposal of trash and/or recycling of bottles. The Franchisee is responsible for the removal of the receptacle and contents daily. The City shall have the final approval on the design, type and location of such receptacle.

**16. EMPLOYEE QUALIFICATIONS AND APPEARANCE**

During all hours of operation, Franchisee shall maintain adequate on-duty personnel to comply with all terms and conditions of this contract. Franchisee shall ensure that adequate personnel, to the City's satisfaction, are available to serve as an equipment attendant/Welcome Station representative at each Concession Area.

The Franchisee shall ensure that all personnel assigned to provide services on the beach successfully complete Sunsational Service training provided by Hospitality

Excellence, Inc., or equivalent customer service training program, approved by the city manager or the city manager's designee, prior to being assigned to beach duties.

The Franchisee shall employ workers to service this operation who are literate, neat, clean, well groomed and courteous. In addition to the equipment attendant/Welcome Station representatives, Franchisee shall provide an experienced manager who shall be present at all times the concession is in operation. The manager shall oversee the daily operation of this franchise and shall have authority to direct the operation and immediately take all corrective action required to correct erroneous procedures and ensure complete and continuous compliance with requirements and specifications of the contract.

"Hawking" to attract attention and/or summoning or accosting any person is prohibited. The playing of music or allowing other activity that disturbs the public is prohibited.

All personnel assigned to provide services on the beach shall wear a City approved identification nametag to be provided at the Franchisee's sole cost and expense. The nametag is to include only the person's name. Proposed nametags are subject to prior City approval.

All personnel assigned to provide services on the beach shall wear the City approved standardized uniform, provided at the Franchisee's sole cost and expense. The uniform shall be in accordance with the following specifications:

- Shorts: Navy in color – "Dickies" type Flat Front - cotton material
- Shirts: White with Navy trim – "Naval shirt with epaulets" – cotton material or blend. Shirt will have Fort Lauderdale's Beach Logo embroidered on it.  
Note: Polo shirts are not considered an appropriate alternative for the uniform shirt.
- Caps: Baseball hats - Navy in color – embroidered with Fort Lauderdale's Beach Logo

Or in lieu of above Proposer may propose an alternate design for shorts, shirt and cap. Fort Lauderdale Beach Logo must be a part of shirt and hat design. Proposed uniforms are subject to prior City approval.

Proposed uniforms and nametags, including photos and specifications, must be provided in the response to the proposal section of this RFP.

#### 17. ADDITIONAL AMENITIES and FRANCHISEE HOTEL AMENITY AGREEMENTS

##### ADDITIONAL AMENITIES:

Additional Amenities may include, but are not limited to, beach equipment upgrades, equipment color changes, and day beds. Additional Amenities may include, subject to the City's approval, non-alcoholic beverages and sunscreen lotion. Additional Amenities shall not include food, other beverages, clothing, or any other items for sale, or any activity that would limit or curtail public use of the beach. All proposed

Additional Amenities and related pricing and plans are subject to prior approval by the City.

Proposers desiring to sell water and/or sunscreen lotion must submit a plan as part of the response to this RFP. The plan must include, but is not limited to, type of product, size of product and cost (price list) to customer. If permitted by City, water sales will be limited to plastic bottles. Plan must include provisions for waste disposal and recycling of bottles. City trash/recycle containers may NOT be used by Franchisee for disposal of trash and/or recycling of bottles. Water bottles may not be stored overnight on the beach.

A proposed Additional Amenities plan must be provided in the proposal section of this RFP. Placement of daybeds, coolers, and other beach equipment must be included as part of the proposed site plan and in accordance with Part IV Paragraph 7.

#### HOTEL AMENITY AGREEMENTS

Subject to the City's prior approval, the Franchisee may enter into Hotel Amenity Agreements with hotels to provide beach services for hotels with the objective of providing simplified access for hotel guests to the various beachfront amenities offered by Franchisee, including beachfront chairs, umbrellas, windbreakers/clamshells, and Additional Amenities, as provided in the response to the proposal section of this RFP and as may be approved by the City. All Hotel Amenity Agreements are subject to City approval.

#### 18. BEACH REGULATIONS

The Franchisee shall comply with all City rules and regulations established for and/or posted at the beach.

#### 19. SPECIAL EVENTS

The City will hold sponsored and cosponsored events and activities on the beach from time to time. In such cases, the City may direct the Franchisee to suspend operations in any of the Concession Areas before, during, and after the special event and/or production, and the Franchisee shall suspend his/her/its operations and activities accordingly. If the Franchisee is not required to close and chooses to remain open without interfering with the special event and/or production, Franchisee agrees to cooperate with the City. During such events, the City may allow the Franchisee to continue operations or assign the Franchisee a temporary location elsewhere within close proximity to the Beach Concessions Areas. Before the event during set-up, during the event, and after the event during take-down and clean-up the Franchisee has the option of operating his/her/its equipment from the temporary site or stopping operations until the event site is ready for the Franchisee to resume operations. The City reserves the right to allow other concessions to operate in the Beach Concession Areas or in close proximity to those areas during special events as may be approved by the City.



## PART V – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on the following certain objective considerations:

- |  |            |
|--|------------|
| 1. Understanding of the overall needs of the City as presented in the proposed plan, including, but not limited to, equipment, management and staffing, implementation schedule operational plan, proposed equipment, storage plan, marketing plan, hurricane plan, etc. | <b>15%</b> |
| 2. Experience, qualifications, and references of the proposing firm.   | <b>15%</b> |
| 3. Proposed plan for management, staffing and operation of concession under this contract. (Quality of plan, number of staff available to provide service.)  | <b>15%</b> |
| 4. Quality of storage plan, concession area site plan, hurricane preparedness plan with regard to aesthetics, impact on beach and public safety.   | <b>10%</b> |
| 5. Total revenue above minimum guaranteed annual franchise fees based on number of years for which City awards this contract.  | <b>35%</b> |
| 6. Additional Amenities and Hotel Amenity Agreement Plan proposed. Availability, diversity and quality of service offered to the public and hotel guests.  | <b>10%</b> |

**TOTAL PERCENT AVAILABLE: 100%**

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one; the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

## **PART VI - REQUIREMENTS OF THE PROPOSAL**

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Proposer utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

**THIS IS A PAPER RFP WITH CD.** All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Department, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

### **PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY PLUS (7) COPIES OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS**

**THE ABOVE REQUIREMENT TOTALS 8 COPIES OF YOUR PROPOSAL. PROPOSER SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.**

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

**A representative who is authorized to contractually bind the Proposer shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.**

**PART VII - PROPOSAL PAGES – COST PROPOSAL**

**Year One:**

Guaranteed annual franchise fee:

\$ \_\_\_\_\_ (minimum acceptable \$250,000)

**Year Two:**

Guaranteed Annual franchise fee:

\$ \_\_\_\_\_ (minimum acceptable \$272,500)

**Year Three:**

Guaranteed Annual franchise fee:

\$ \_\_\_\_\_ (minimum acceptable \$295,000)

Minimum acceptable guaranteed annual franchise fee payable to the City for year four and year five in the event the contract is extended.

**Year Four:**

Guaranteed Annual franchise fee:

\$ \_\_\_\_\_ (minimum acceptable \$ 317,500)

**Year Five:**

Guaranteed Annual franchise fee:

\$ \_\_\_\_\_ (minimum acceptable \$ 340,000)

**Total five (5) year annual franchise fee:**

\$ \_\_\_\_\_ (minimum acceptable \$1,474,500)

## PART VIII - PROPOSAL PAGES - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

- Tab 1: Bid/Proposal Signature page
- Tab 2: Cost Proposal Page
- Tab 3: Non-Collusion Statement
- Tab 4: Letter of Interest; The letter of interest may contain any other information not in the proposal but should not exceed two (2) pages, stating your understanding of the City's needs for the concession and your overall approach to those needs, how many calendar days from award of contract would you need prior to initiating operations and the number of years experience the proposer has had in providing similar services?
- Tab 5: Your proposed operational plan, including:
- i. Concession Area site plan
  - ii. Storage plan including on-site and off-site storage and any vehicle usage
  - iii. Hurricane preparedness /evacuation plan
  - iv. Management and staffing plan including daily personnel assignments and duties
  - v. Written policy and procedure for internal controls to record sales for Concession Area(s) income
  - vi. Beach maintenance plan of Concession Area, including proposed waste disposal container and proposed recycle container for water bottle(s) including placement of each container at each concession area site plan
  - vii. Concession marketing plans
  - viii. Method proposed to anchor umbrellas, market umbrellas, and windbreaker/clamshells
  - ix. Photos and specifications of Proposed Uniforms
  - x. Additional Amenities (proposed additional amenities must be included as part of above paragraph i. Concession Area site plan)
  - xi. Hotel Amenity Agreement plan
  - xii. Any other information you feel will assist the City in evaluating your proposal
- Tab 6: List those persons who will have a management or senior position who will interact with the City if you are awarded the contract. List name, title or position and duties. A resume or summary of experience and qualifications must accompany your proposal.

- Tab 7: List all contracts currently held for providing similar services. Provide agency name, address, telephone number, contact person and date contract expires. If services provided differ from those presented in your proposal, please delineate such differences. List any contracts that the proposer has had with the City of Fort Lauderdale or any of the City of Fort Lauderdale's agencies during the past three (3) years.
- Tab 8: Business Licenses. Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida.
- Tab 9: Evidence of Insurance. Certificate of Insurance showing coverage, forms, limits. Actual insurance certificates will be required from recommended contractor, prior to award.
- Tab 10: Type and quantity of equipment that you plan to provide for rental including specifications. Photos or brochures of the equipment will be helpful in evaluation.
- Tab 11: List your proposed rental rates for each Contract year. Describe equipment and list proposed rates for an hour, more than an hour, half day, full day and any other rental arrangements. If permitted by City, provide type of product, size of product and cost (price list) to customer for water bottle(s) and suntan lotion.
- Tab 12: List of three clients/references for whom you have provided similar services in the last three years; Provide agency name, address, telephone number, contact person, and date service was provided. Be prepared to provide, upon request, evidence of work product, ability to meet schedules, cooperation, and responsiveness. Attach additional sheets if necessary.
- Tab 13: Any additional attachments to your proposal.

FORT LAUDERDALE  

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BEACH



RFP #715-10794  
Attachment B

**AGREEMENT FOR  
(TITLE)**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and \_\_\_\_\_, a \_\_\_\_\_ corporation, ("Contractor" or "Company"), whose address and phone number are \_\_\_\_\_, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

The following documents are hereby incorporated into and made part of this agreement.

- (1) Specifications and Contract Documents, including any and all addenda, prepared by the City of Fort Lauderdale, "TITLE" "RFP/ITB #", Exhibit A).
- (2) Response to the Proposal for the City of Fort Lauderdale prepared by Contractor dated \_\_\_\_\_ (Exhibit B).

All contract documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated \_\_\_\_\_, 2011, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

**II. SCOPE**

The Contractor shall perform the Work under the general direction of the City as set forth in Exhibits "A" and "B", to the ITB or RFP, which are incorporated herein by reference and made a part hereof.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

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By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

### III. TERM OF AGREEMENT

The initial contract period shall commence on "DATE" and shall end on "DATE". Performance under this Agreement shall commence no later than \_\_\_\_\_, 2011. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

### IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in Contractor's proposal to the City at the cost specified in said proposal and addenda, if any, the proposal and any addenda thereto being attached as Exhibit "B", which is incorporated herein by reference and made a part hereof. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

### V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

### VI. GENERAL CONDITIONS

#### A. Indemnification

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(Modification of this language will be made as necessary to adhere to Florida Statutory limitations for construction and design professional contracts).

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. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

**B. Intellectual Property**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, 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 infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. 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 all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**C. Termination for Cause**

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

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**D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

**E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. 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 provided by law.

**F. Insurance**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

**Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes  
Employers' Liability - \$500,000

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Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made, by the City's Risk Manager, if they are in accordance with Florida Statutes.

**Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

**Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

**Professional Liability (Errors & Omissions) – "IF REQUIRED IN BID SPECS"**

Consultants

Limits: \$2,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Room 619  
Ft. Lauderdale, FL 33301

**G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental,

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health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

**H. Standard of Care**

Contractor represents that is qualified to perform the Work, that Contractor and its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

**I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

**J. Audit Right and Retention of Records**

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

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Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

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.

**K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

**L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or

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encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

**O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such

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subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

**P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

**Q. Materiality and Waiver of Breach**

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

**T. Limitation of Liability**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph

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or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

**U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

**V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

**W. Prior Agreements**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**Z. Prevailing Wage Requirement**

RFP #715-10794  
Attachment B

**[WHEN DETERMINED TO BE APPLICABLE IN THE SOLICITATION DOCUMENTS]**

Contractor shall fully comply with the requirements of Broward County Ordinance 83-72.

**AA. Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**BB. Scrutinized Companies**

This Section applies to any contract for goods or services of \$1 million or more:

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 as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract 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 (2011), 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.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

RFP #715-10794  
Attachment B

CITY OF FORT LAUDERDALE

By: \_\_\_\_\_  
City Manager

ATTEST

CONTRACTOR

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(CORPORATE SEAL)

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ as (title): \_\_\_\_\_ for \_\_\_\_\_ (Contractor name), a \_\_\_\_\_ corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. 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) 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 30 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 ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's 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

This Section applies to any contract for goods or services of \$1 million or more:

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 as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract 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 (2011), 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.

### 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) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

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 person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

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 – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

#### 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, Bidder's 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 in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. 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 Bidder's 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.

#### 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 85-8013876578C-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 Department immediately. Such notification must be received by the Procurement Services Department 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 Procurement Director 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 cashiers 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 agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

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.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who 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, 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 DIRECTOR OF PROCUREMENT SERVICES DEPARTMENT (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm)**

**THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>**

#### **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:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, 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 Department 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 TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to 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:
- Bidders 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, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 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.
- 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:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. 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 its best interest as determined by the City, to cancel 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's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their 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.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 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 themselves 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 him for 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.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from 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 its 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 all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 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.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

**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, FL officer or employee who has any input into the 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.

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

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.

**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.**

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** It is preferred that bids/proposals be submitted electronically at [www.bidsync.com](http://www.bidsync.com), unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed 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. 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.

**Please Note:** If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: \_\_\_\_\_  
(signature) (date)

Name (printed) \_\_\_\_\_ Title: \_\_\_\_\_

Company: (Legal Registration) \_\_\_\_\_

**CONTRACTOR, IF FOREIGN CORPORATION, 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/> ).**

Address: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_ Email: \_\_\_\_\_

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

Payment Terms (section 1.04): \_\_\_\_\_ Total Bid Discount (section 1.05): \_\_\_\_\_

Does your firm qualify for MBE or WBE status (section 1.09): MBE \_\_\_\_\_ WBE \_\_\_\_\_

**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>
---------------------	--------------------

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variations:  
\_\_\_\_\_  
\_\_\_\_\_

## Question and Answers for Bid #715-10794 - Beach Equipment Rental Concession

### OVERALL BID QUESTIONS

#### Question 1

Will the City give additional cost points based on a proposal of a percentage of gross sales above the guaranteed franchise fee? **(Submitted: Nov 18, 2011 7:58:18 AM EST)**

#### Answer

- No, since this will not be a guaranteed amount. Cost points will be based on the total revenue above the minimum guaranteed annual franchise fee only. **(Answered: Nov 18, 2011 7:59:17 AM EST)**



**Boucher Brothers Beach Management  
Fort Lauderdale, LLC**

CONTRACT  
COPY

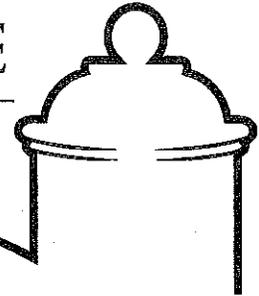
**Request for Proposal  
715-10794**

**BEACH EQUIPMENT RENTAL CONCESSION**

**FORT LAUDERDALE**  

---

**BEACH**



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## Introduction

Boucher Brothers Beach Management, Ft. Lauderdale, LLC 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 is also a family company that has been providing the tourism industry, for over twenty-five years with pool, beach, water sports, large corporate group events and food and beverage services. Growing up and working on the beach, the Boucher family's recreational adventures evolved into their own family business. They 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, 50 blocks of public beach in Virginia Beach, Virginia and four beaches and 6 blocks of public beach on Lake Michigan, in Chicago, Illinois. 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, Boucher Brothers 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 manage the busiest volume of water sports channels in the United States adhering to the strictest safety training standards and guidelines for motorized and non-motorized water sports equipment. They maintain an incomparable safety record, and at all times have a designated chase wave runner in the ocean during recreational rentals and tours for renter protection and safeguarding.

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 10 years. Boucher Brothers Management 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.

It is a great privilege to have the opportunity to respond to RFP 715-1079 for the Fort Lauderdale Beach Equipment Rental Concession. Beached Management Inc. has enjoyed a 76 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.

Together, Boucher Brothers Beach Management, Ft. Lauderdale, LLC 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 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.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed 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. 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.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked by the bidder in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: [Signature] (signature) November 21, 2011 (date)

Name (printed) Charles B. Perry Title: President

Company: (Legal Registration) Boucher Brothers Beach Management, Ft. Lauderdale

CONTRACTOR, IF FOREIGN CORPORATION, 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/ ).

Address: 1605 NE 17th Avenue

City Ft. Lauderdale State: FL Zip 33305

Telephone No. 954-520-4318 FAX No. 954-565-4093 Email: perry928@bellsouth.net

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

Payment Terms (section 1.04): Total Bid Discount (section 1.05):

Does your firm qualify for MBE or WBE status (section 1.09): MBE No WBE No

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

Table with 2 columns: Addendum No. (1, 2) and Date Issued (Nov. 18, 2011, Nov. 21, 2011)

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variations: [Blank line for text entry]

**From:** BidSync (notices@bidsync.com)  
**To:** perry928@bellsouth.net;  
**Date:** Mon, November 21, 2011 2:49:07 AM  
**Cc:**  
**Subject:** Addendum(s) to Bid 715-10794



**BIDSYNC**

Charles Perry,

City of Fort Lauderdale, FL has issued an addendum for Bid #715-10794 - Beach Equipment Rental Concession. Please make sure you review all of the changes listed below.

<b>ADDENDUM #1 - CHANGES MADE ON NOV 18, 2011 7:57:02 AM EST</b>	
Previous Q & A End Date Nov 4, 2011 5:00:00 PM EDT	New Q & A End Date Nov 18, 2011 12:00:00 PM EST

Click on the link below or enter the link information into your web browser address bar to view the bid.  
<http://internal.bidsync.com/DPX?ac=view&auc=1766950>

If you have any questions on this bid please contact the soliciting agency. For questions on using the system to respond to the bid please contact customer support at [vendorsupport@bidsync.com](mailto:vendorsupport@bidsync.com) or 1-800-990-9339.

BidSync  
[www.bidsync.com](http://www.bidsync.com)

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**From:** BidSync (notices@bidsync.com)  
**To:** perry928@bellsouth.net;  
**Date:** Mon, November 21, 2011 2:35:41 PM  
**Cc:**  
**Subject:** Addendum(s) to Bid 715-10794



**BIDSYNC**

Charles Perry,

City of Fort Lauderdale, FL has issued an addendum for Bid #715-10794 - Beach Equipment Rental Concession. Please make sure you review all of the changes listed below.

<b>ADDENDUM #2 - CHANGES MADE ON NOV 21, 2011 2:20:34 PM EST</b>			
Previous End Date	Nov 22, 2011 2:00:00 PM EST	New End Date	Nov 28, 2011 2:00:00 PM EST
Description/Bid Comments	(Information was added)		

Click on the link below or enter the link information into your web browser address bar to view the bid.  
<http://internal.bidsync.com/DPX?ac=view&auc=1766950>

If you have any questions on this bid please contact the soliciting agency. For questions on using the system to respond to the bid please contact customer support at [vendorsupport@bidsync.com](mailto:vendorsupport@bidsync.com) or 1-800-990-9339.

BidSync  
[www.bidsync.com](http://www.bidsync.com)

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**PART VII - PROPOSAL PAGES -- COST PROPOSAL**

**Year One:**

Guaranteed annual franchise fee:

\$ 335,000 (minimum acceptable \$250,000)

**Year Two:**

Guaranteed Annual franchise fee:

\$ 357,500 (minimum acceptable \$272,500)

**Year Three:**

Guaranteed Annual franchise fee:

\$ 380,000 (minimum acceptable \$295,000)

Minimum acceptable guaranteed annual franchise fee payable to the City for year four and year five in the event the contract is extended.

**Year Four:**

Guaranteed Annual franchise fee:

\$ 402,500 (minimum acceptable \$ 317,500)

**Year Five:**

Guaranteed Annual franchise fee:

\$ 425,000 (minimum acceptable \$ 340,000)

Total five (5) year annual franchise fee:

\$ 1,900,000 (minimum acceptable \$1,474,500)

**Plus 10% annual gross revenue net of sales tax collected, in excess of the minimum guaranteed annual franchise fee.**

**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, FL officer or employee who has any input into the 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.

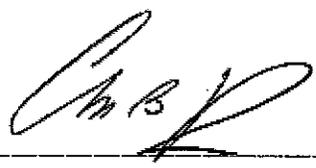
In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

- 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.

**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.**

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____
_____	_____
_____	_____

**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.**

NONE \_\_\_\_\_  \_\_\_\_\_ *November 21, 2011*

## Understanding the City's Needs for the Concession and Overall Approach to These Needs

Over the past 20 + years, the City has made a series of conscious decisions about the beach and beach area experience it wants to offer to its citizens and visitors. As the Concessionaire, the Perry family has worked closely with City officials and staff to successfully develop and operate a concession designed to accurately reflect the goals and objectives of City officials.

We understand the needs and requirements of the City of Fort Lauderdale and what we specialize in is a beach 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
- Thorough plans for cash collection and handling
- Ability to boost revenue
- Safe working procedures and environment
- Creative approach to new services
- Ability to promote and market the Fort Lauderdale Beach 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

In an effort to achieve our goal to enhance the beach experience for all beach patrons, we are committed to purchase up to \$500,000 in new equipment (See Equipment Schedule attached, pages 72-73). Boucher Brothers Beach Management will staff the beach with quality personnel who will share in a bonus incentive program. Boucher Brothers Beach Management is proud to have the financial capacity to make the substantial investment in this contract.

The staff members we have to draw upon have a combined experience of over 150 years. They are a valuable group of talented individuals with a true passion for service. In addition to compensating our line level staff members competitively, we relocated one of our finest supervisors to manage the daily beach operations. 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.

We are very grateful to have had the opportunity to present this bid to you and we thank you for your time and consideration.

### **Visioning Process**

Should Boucher Brothers Beach Management be privileged to be awarded this contract, it is highly recommended that a two-day Visioning Process take place. Representatives of appropriate City departments, residence groups, hoteliers, local tourism officials, Boucher Brothers, Perry Brothers and other important stakeholders would take part in the process.

The Visioning Process will afford the City and Boucher Brothers Beach Management the opportunity to shape a plan with incremental phases for implementation of enhanced services provided for in the RFP. While the RFP provides guidelines, the Visioning Process will allow all involved parties to sit down together and determine specific goals. Of primary importance is to stabilize the operations, then cultivate and enhance services within a time period of 0 days.

## Statement of Equipment Set-up and Areas

All placement Areas and Set ups will be in accordance with the guidelines set out in RFP 715-10794.

- Equipment may be placed 20' from the eastern most boundary from Atlantic Blvd/Fort Lauderdale Beach Blvd/A1A, and no more than 30 feet west of the high water mark.
- Equipment shall be placed in straight rows, of equal length, from north to south for a maximum distance of approximately 240 feet.
- Beach umbrellas shall be placed a minimum distance of 16' apart with no more than 15 umbrellas in any row.
- One chair may be placed on either side of each beach umbrella.
- The initial daily set up in each placement area shall include at least one row of a minimum of 5 umbrellas with a minimum of 10 padded chairs, one on each side of the umbrella. Site plan must demonstrate where chairs with and without pads will be placed.
- Windbreaker/clamshell shall be placed so that there is a minimum clearance of 12' between each windbreaker/clamshell on all sides. All windbreakers/clamshells shall include two chairs.
- A minimum of one (1) staff/concession personnel member shall be stationed at each concession area who may serve as the equipment attendant and representative at the Welcome Station.

The following pages will outline the proposed plans for each individual concession area. Continue with all pages up to page 13 of beached management proposal.

Each Placement Area shall be separated by a Buffer Area, defined as an area where no beach equipment may be placed, of a minimum distance of 90 feet.

No equipment shall be placed on or within those portions of the beach where a lifeguard stand is currently located including the area extending from the eastern most boundary of Atlantic Blvd/Fort Lauderdale Beach Blvd/A1A to the shore line and bounded by a line 90 feet north of the lifeguard stand and bounded by a line 90 feet to the south of the lifeguard stand.

No equipment shall be placed within those portions of the beach where there exists a beach access point (evidenced by a designed break in the beach wall) from the eastern most boundary of Atlantic Blvd/Fort Lauderdale Beach Blvd/A1A to the shore line and bounded by a line 20 feet to the north of the northern boundary of the break and 20 feet to the south of the southern boundary of the break.

Each Concession Area shall have a minimum of one "Welcome Station," defined as an area consisting of a single high beach chair and market umbrella placed at the approximate midpoint of a Buffer Area between Placement Areas, approximately 12 feet from the eastern most boundary of Atlantic Blvd/Fort Lauderdale Beach Blvd/A1A. High beach chair shall be positioned facing West toward Atlantic Blvd/Fort Lauderdale Beach Blvd/A1A. Each "Welcome Station" must be staffed by a competent person at all times while the concession is in operation.

## Set Up Plan

The beach attendant will set chairs and place appropriate pads on the chairs.

One umbrella will be placed between each pair of chairs.

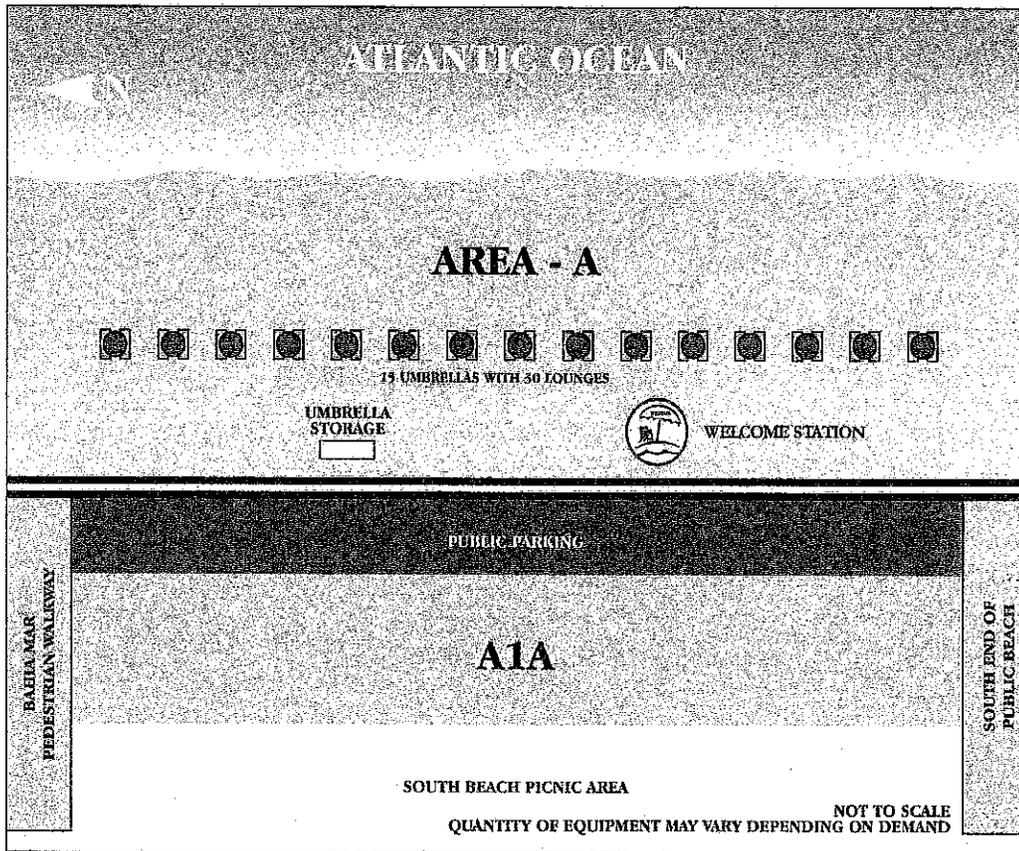
The windbreakers/clamshells will be set up according to the wind direction.

Once all equipment is set, the beach attendant will set up the welcome station and prepare to receive beach guests.

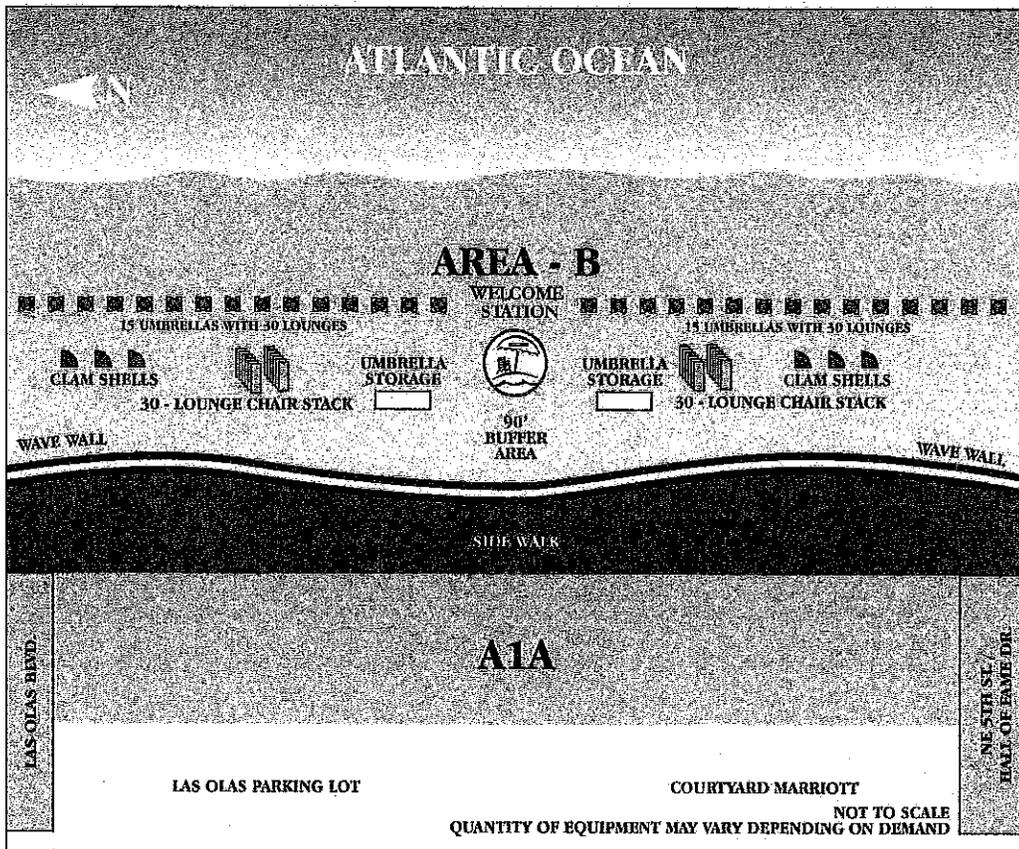
Throughout the day if the beach attendant feels he is running low on pads and more are needed, the beach attendant will contact the supervisor who will load more pads and make another delivery.

At 4pm the supervisor will begin collection of the pads 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.

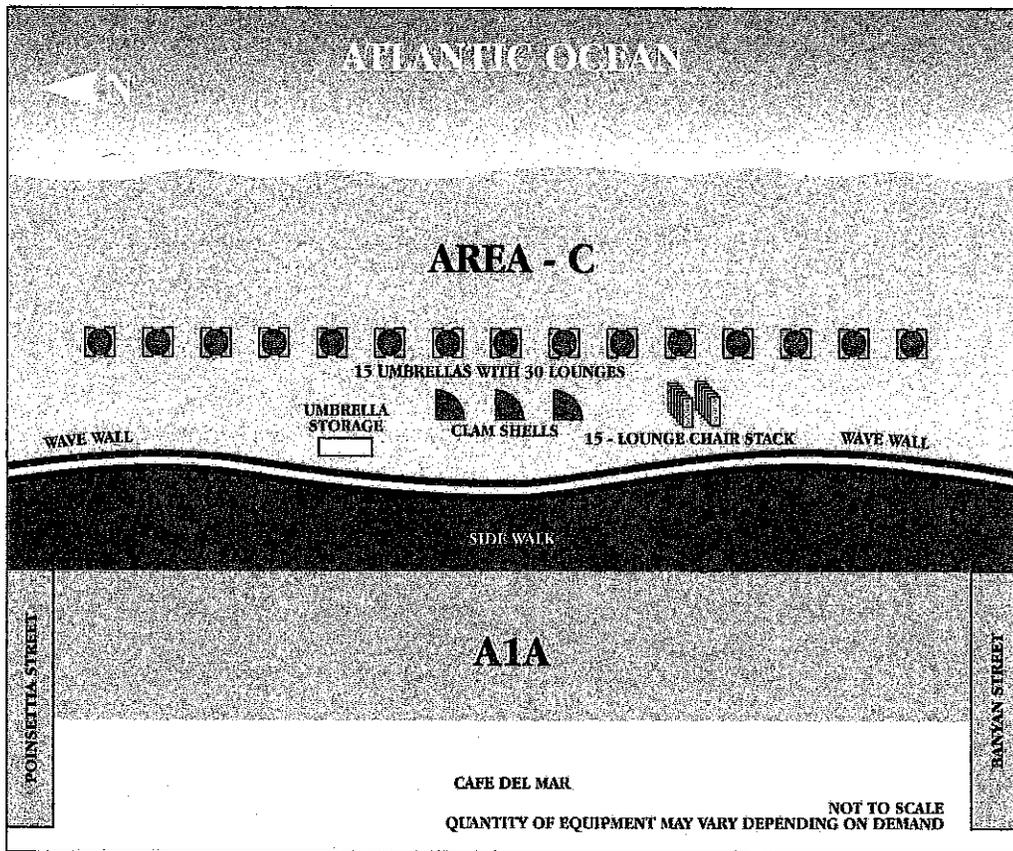
The beach attendant will help close the area by storing the pads, umbrellas and windbreakers/clamshells and then stacking the chairs away in a neat and orderly fashion and securing them on the beach.



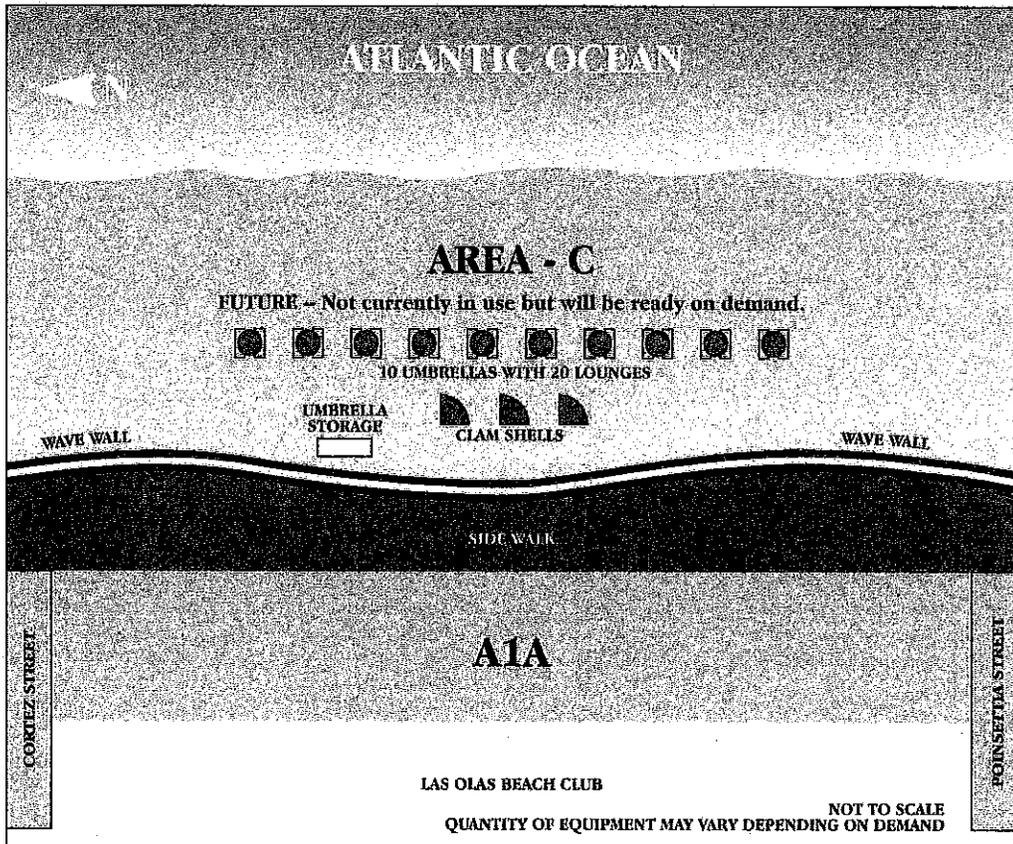
There will be a minimum of 10 lounges



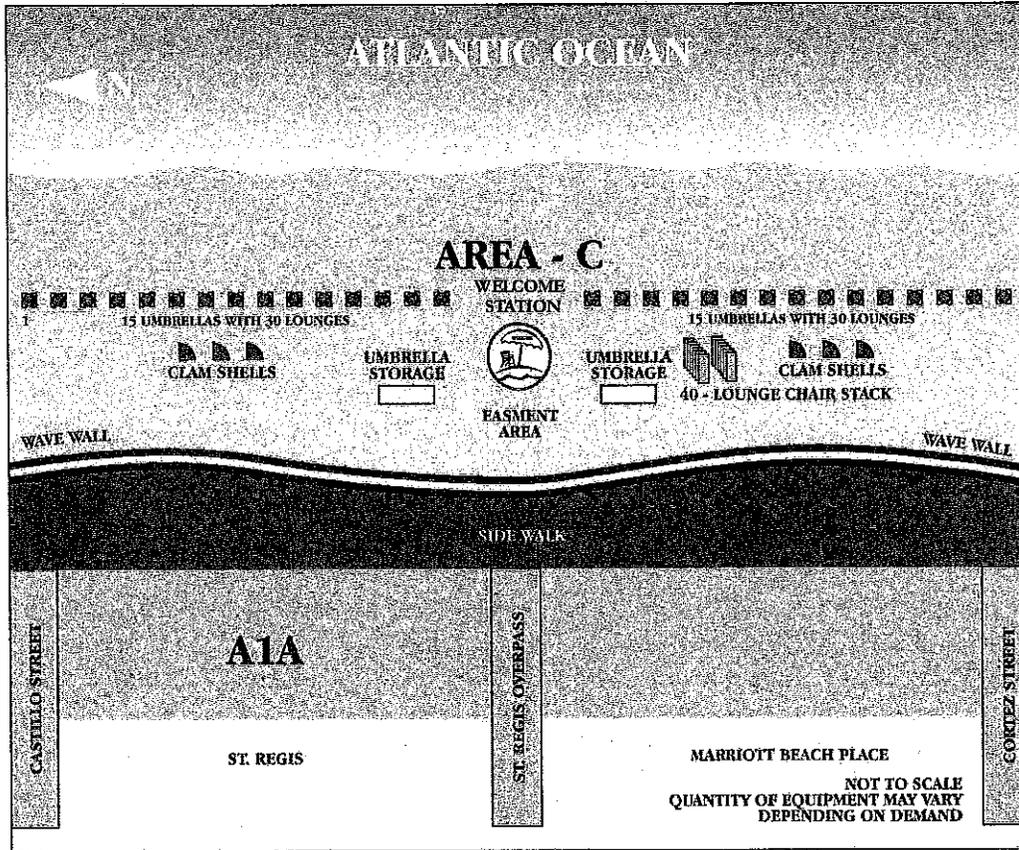
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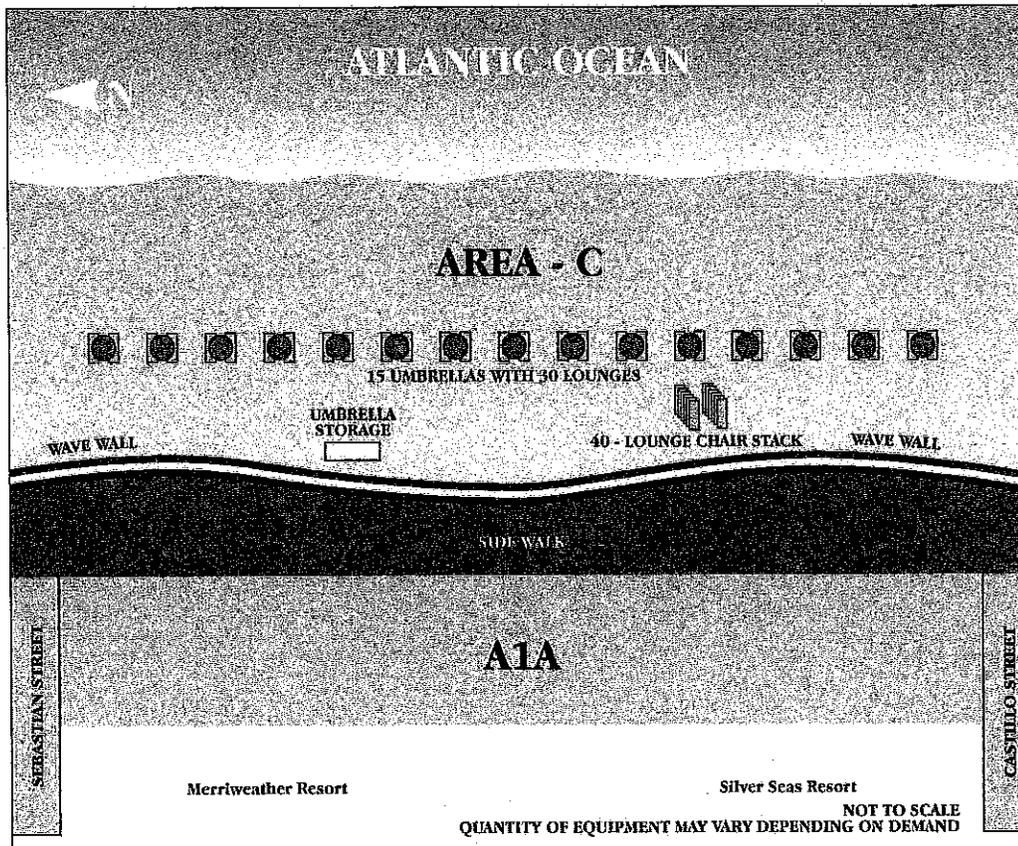
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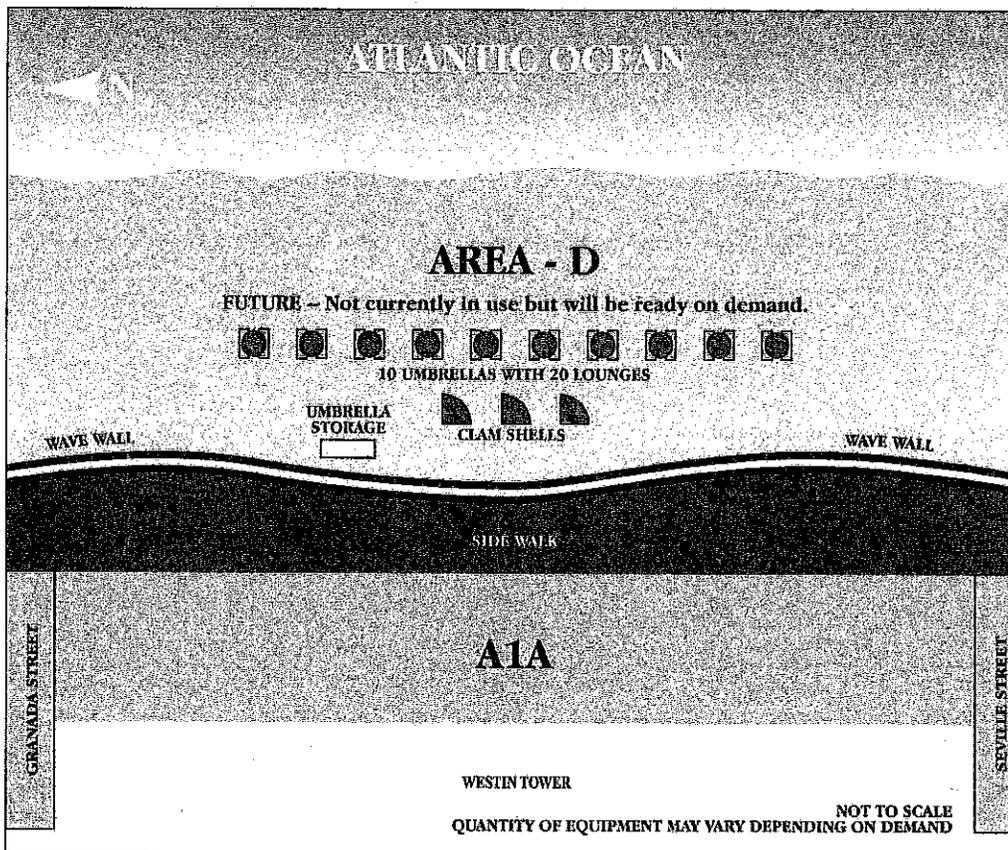
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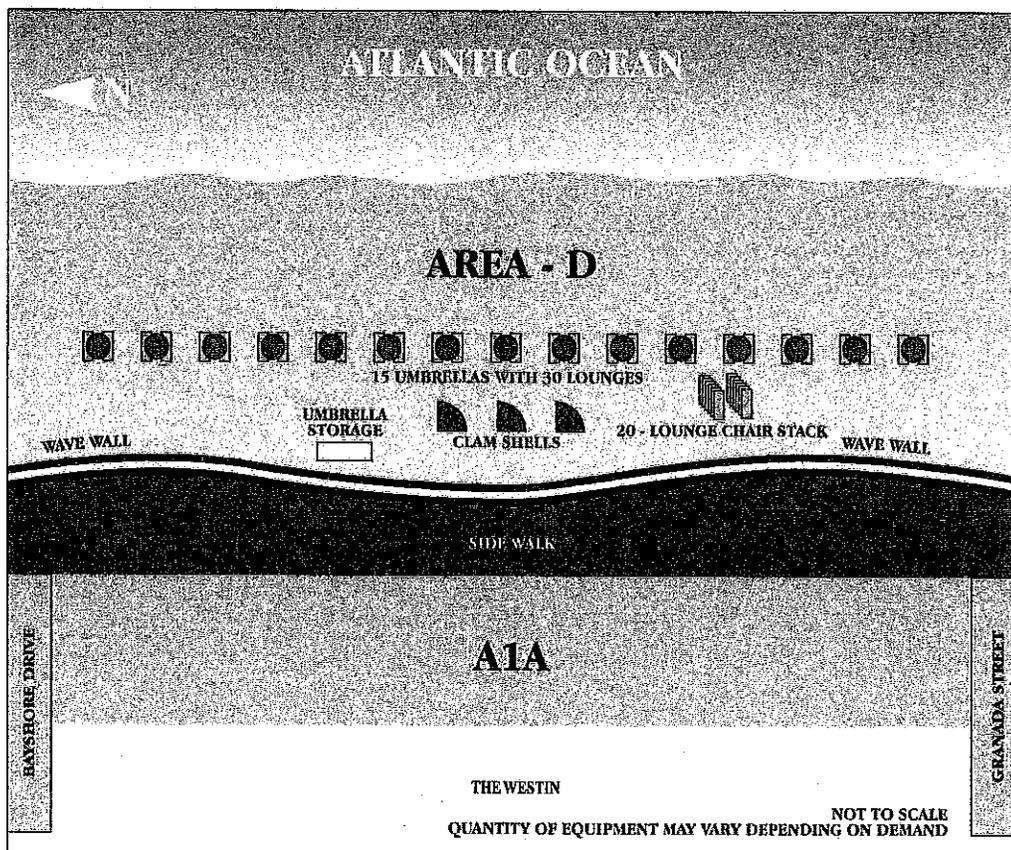
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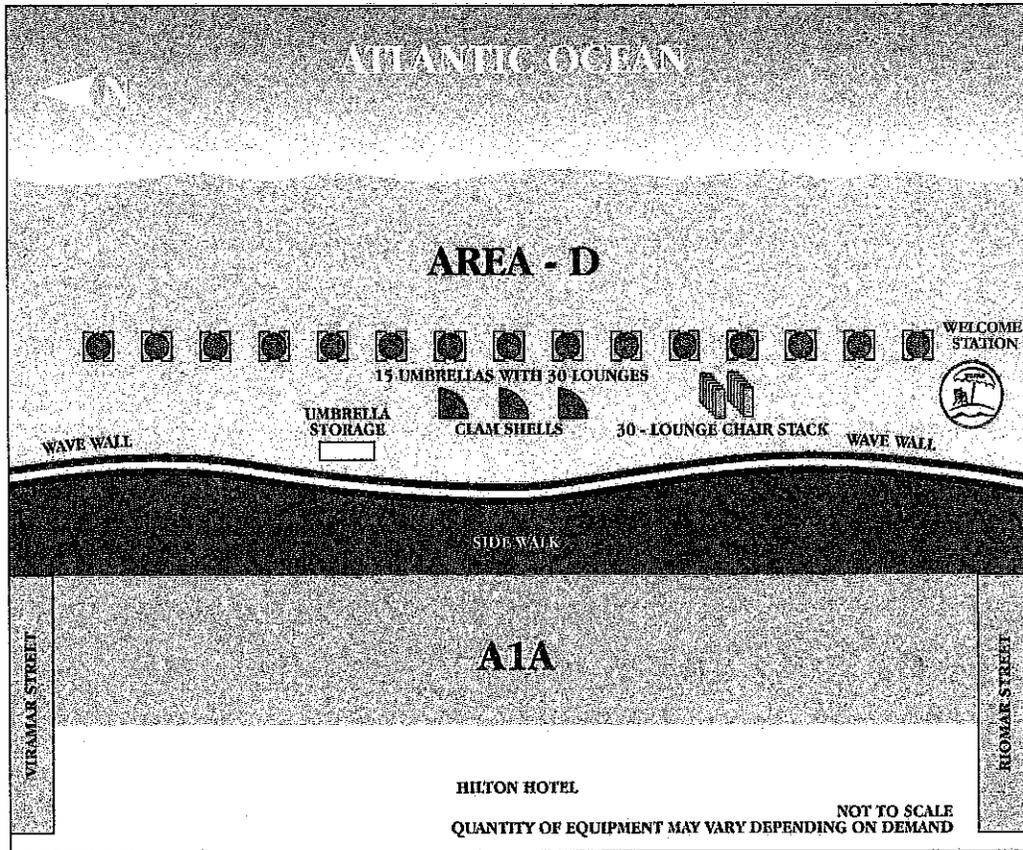
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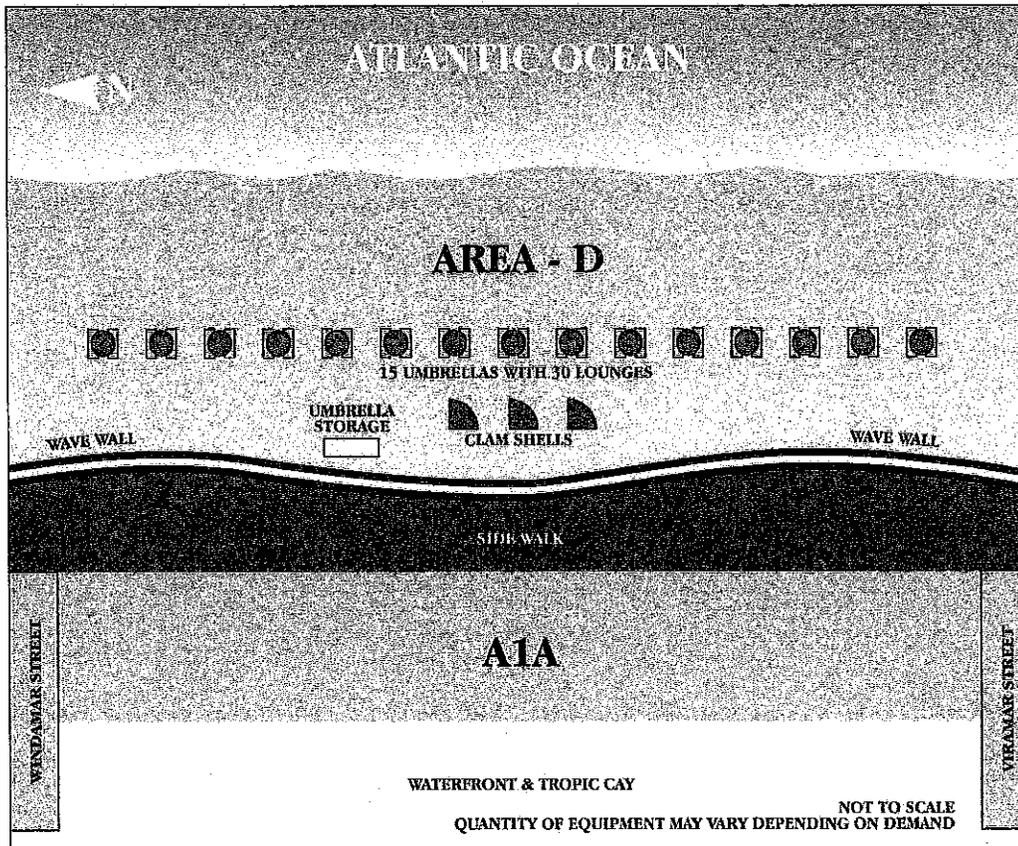
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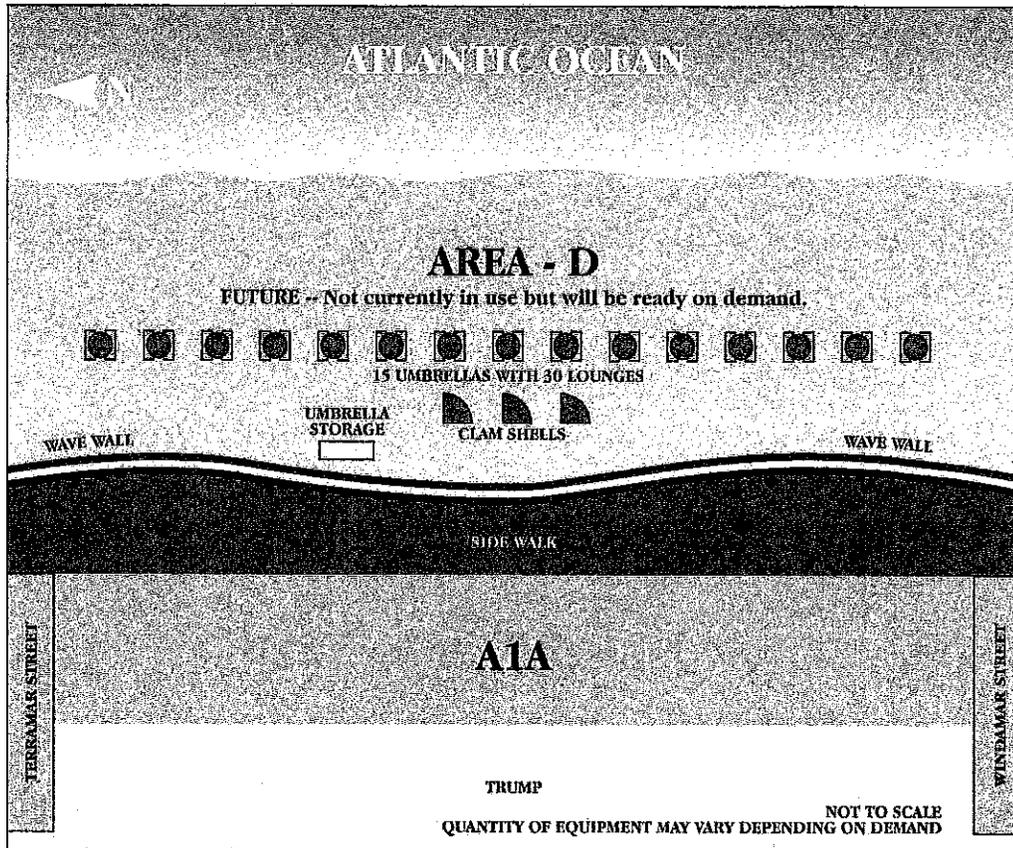
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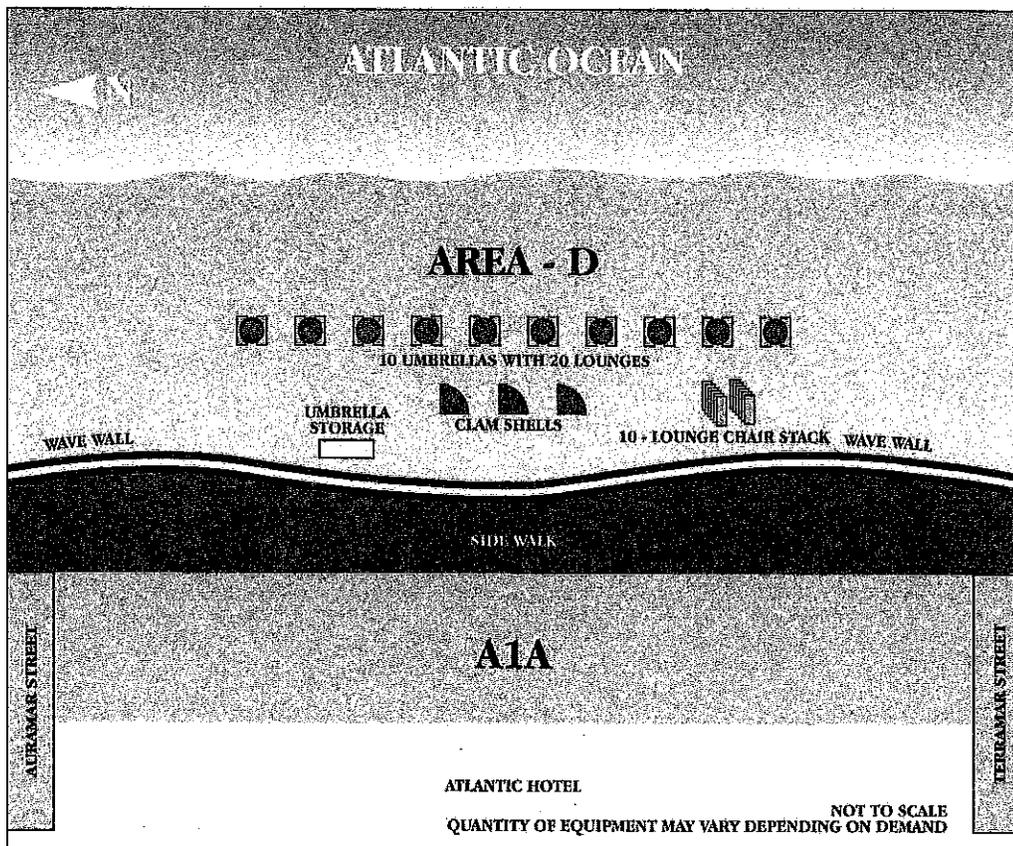
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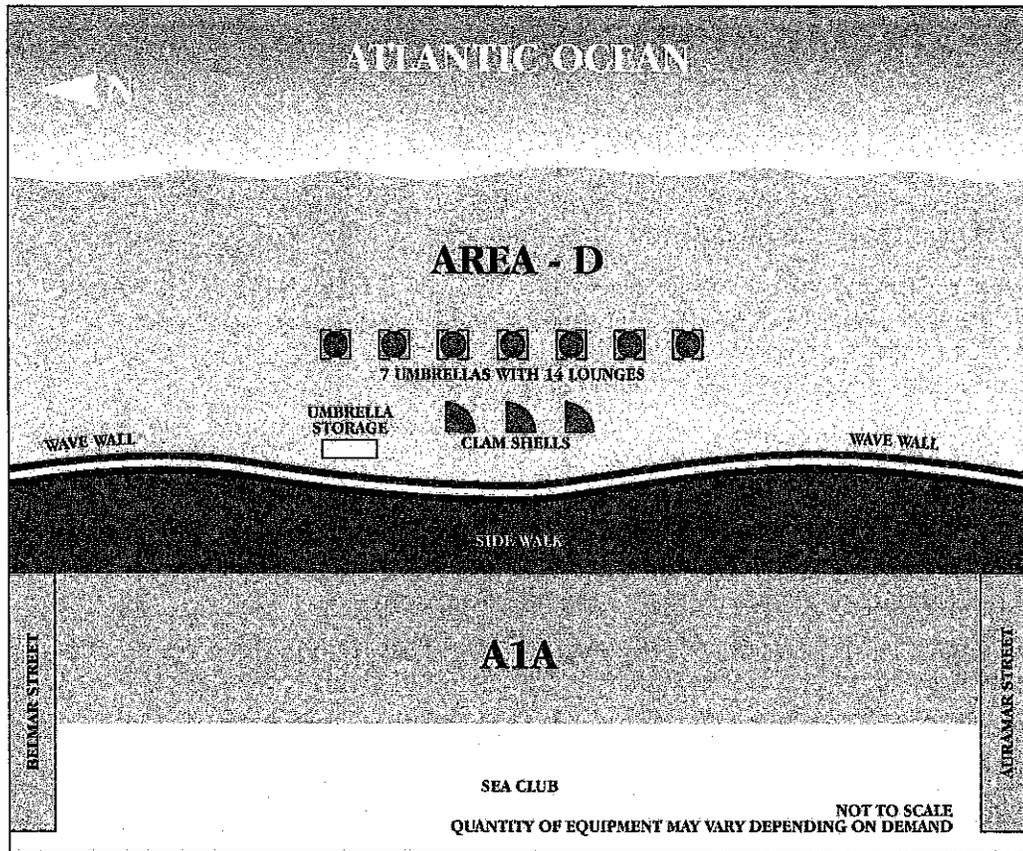
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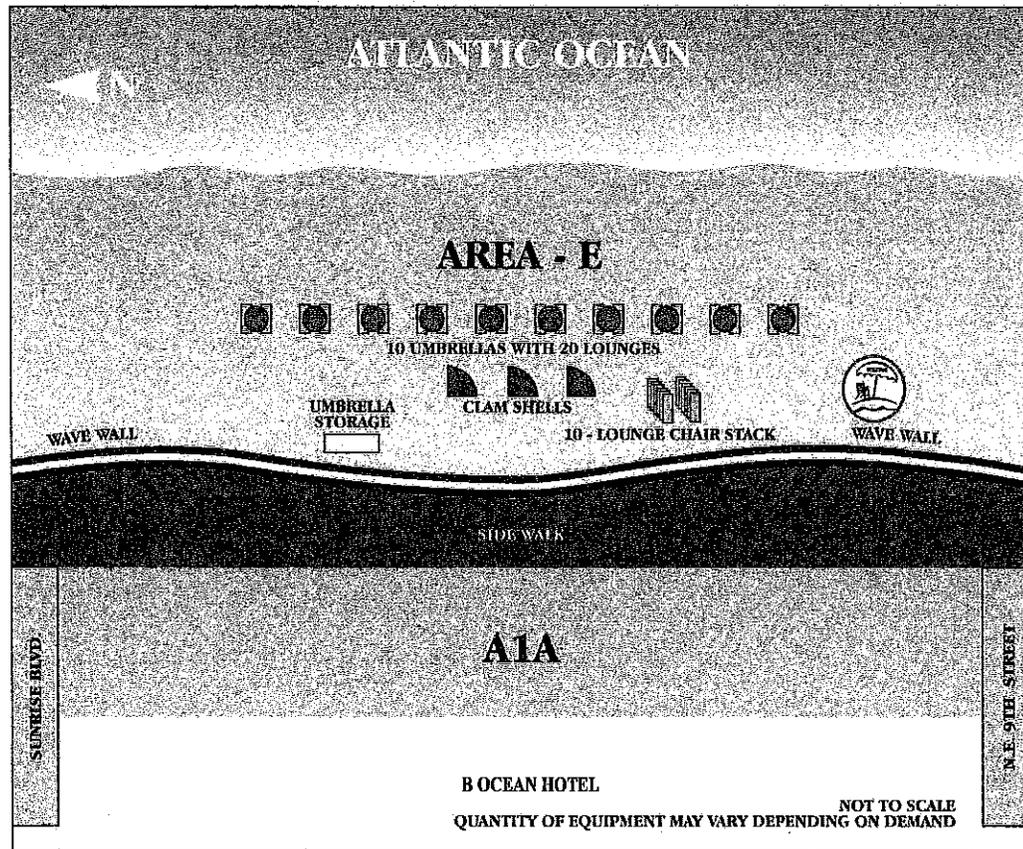
There will be a minimum of 10 lounges



There will be a minimum of 10 lounges



There will be a minimum of 10 lounges



There will be a minimum of 10 lounges

## Storage Plan

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 Beach Management will utilize approximately 15 storage boxes made by Taylor Made 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. See additional schematics for complete details of beach equipment storage box placements.

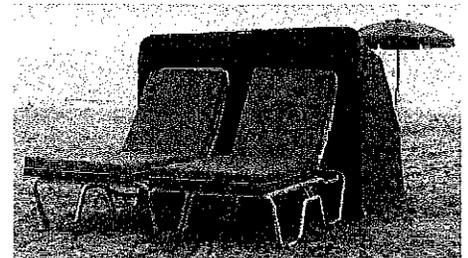
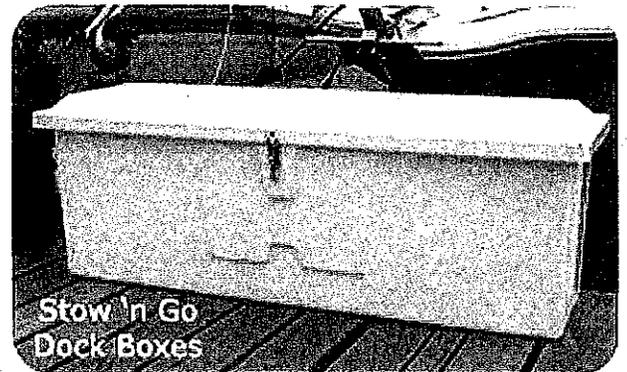
Beach equipment is secured daily, at the end of each business day with 2 lounge chairs locked to the permanent umbrella poles.

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.

Lounge pads will be removed daily via truck and/or trailer, and stored at the harbor Park Warehouses, located at 921 Southeast 20th Street, Fort Lauderdale, and at hotels located across from the adjacent beach areas, including but not limited to the St. Regis, the Sheraton Beach Resort, and The Atlantic. Arrangements have been made with the general managers of these establishments to honor this commitment (please see lease agreement from Harbor Park Warehouses and letter from Yankee Trader on pages 14-18).

Vehicles used in transporting equipment will include:

- One (1) 2004 Ford Ranger 4x4 XLT Pickup Truck
- One (1) Horizon Trailer (left in warehouse)
- One (a) All-Terrain Vehicle – trailered to and from warehouse daily.



Harbor Park Warehouse, LI  
923 S.E. 20th Street  
Fort Lauderdale, FL 33311

*Need updated*  
*Warehouse Rental*  
*agreement from Bidder*

Month to Month Warehouse Rental

THIS AGREEMENT entered into this 14 day of Sept  
WAREHOUSE, LLC., hereinafter called the Landlord, and

*(page 27) Exhibit A*

Witnesseth: That said Landlord does this day rent unto said  
here and takes as tenant under said Landlord, Space No. 211

923 S.E. 20th St Ft. LAUD. FL

To be used and occupied by the tenant for the purpose of sto  
Sept, 2007 at and for the agreed total monthly rental of

and utility service fees automatically renewing for monthly periods, until either shall give the  
other fifteen (15) days notice to vacate.

Rent payments are for the whole month and WILL NOT BE PRORATED FOR ANY PART  
THEREOF except at start of agreement in order to bring payments to first of each month.

All rent payments to be made to Harbor Park Warehouse, LLC on or before the first day of each  
and every month in advance, without demand, to P.O. Box 22478, Fort Lauderdale, Florida  
33335.

Tenant has deposited the sum of 215.00 Dollars with Landlord, said sum representing deposit  
for the faithful performance of and compliance with all terms and conditions of this Agreement,  
or if Tenant is dispossessed from the premises or abandons the premises prior to the expiration of  
this agreement, then the aforesaid sum of 375.00 Dollars shall be retained by Landlord as  
fixed, liquidated and agreed damages for payment of disbursements, costs and expenses that  
Landlord may incur in regaining possession of the premises. TENANT ACKNOWLEDGES  
THAT THIS IS IN FACT A DEPOSIT AGAINST DAMAGE TO THE UNIT AND/OR OTHER  
LIQUIDATING DAMAGES. IT IS NOT TO BE USED FOR PRE-PAID RENT.

Tenant hereby grants to Landlord a lien interest in the property stored on the premises to secure  
the payment of all rents and other charges due pursuant to this Agreement.

**LANDLORD REMEDIES** - In the event Tenant violates any term of this Agreement or any  
installment of rent remains unpaid for thirty (30) days, it is agreed that such default and failure to  
pay shall create a conclusive presumption that the property and material stored in and about the  
rented premises has been abandoned and that tenant has abandoned his rights under this  
Agreement. Landlord may thereupon enter the rented premises and remove all property found  
therein.

As mentioned, Tenant acknowledges that if the rent has not received by the thirtieth (30<sup>th</sup>) of the  
month, Landlord will assume that Tenant has abandoned his goods and Landlord will  
immediately make arrangements to dispose of them. The proceeds, if any, will be liquidating  
damages.

Tenant agrees to defend, indemnify and hold Landlord harmless of any claims resulting from  
Landlord's activities in relation to the property stored in and about the rented property in and  
about the rented premises after such property has been deemed abandoned.

All personal property placed or moved in the premises above described shall be at the risk of Tenant or owner thereof; Landlord shall not be liable for any damage to or theft of said property; or to the tenant/owner arising from the bursting or leaking of water pipes, storm damage, or act of God, or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever.

NOTE: All rents are due and payable, without demand, on the first (1<sup>ST</sup>) day of the month and ARE DELINQUENT AND SUBJECT TO A \$25 PER SPACE DELINQUENCY IF NOT PAID BY THE FIFTH (5<sup>TH</sup>) AND A \$50 PER SPACE DELINQUENCY IF NOT PAID BY THE FIFTEENTH (15<sup>TH</sup>) OF THE MONTH.

All tenants who have in their warehouse space either a refrigerator, freezer, dehumidifier, fan or excessive lighting will be charged an additional monthly rate of 50. dollars to cover electricity charges.

Tenant shall comply with and execute all rules, orders and regulations for the prevention of fires at Tenant's own cost and expense. No petroleum products, explosives, firearms, volatile or flammable chemicals or any other property which would materially increase the hazard of fire shall be stored on the premises. Each bay is required to have a fire extinguisher with a minimum rating of 2A-10BC.

INSURANCE ON CONTENTS IS THE SOLE RESPONSIBILITY OF THE TENANT.

Tenant agrees not to allow any vehicles, trailers, equipment, materials, inventory, or any property of any kind whatsoever to remain outside the Leased Premises, either temporarily or for storage purposes.

Tenant shall be responsible for and shall promptly pay to Landlord any charges for damage to any of Landlord's property which has been caused by Tenant and/or friends-guests-clients of Tenant.

Tenant agrees that any additions or improvements to the premises shall become the property of the Landlord and remain upon the premises as a part thereof, at discretion of Landlord; however, Tenant cannot make any alterations or additions to premises without written consent of Landlord.

Tenant shall not assign this Agreement or sublet the Rented Premise without prior written consent of the Landlord endorsed heron.

Tenant agrees to keep the Rented Premises in a good state of repair during the term of this Agreement and return premises to Landlord at the expiration of this Agreement in the same condition as the Rented Premises are at the beginning of the term, fair wear excepted. Tenant shall be responsible for all necessary clean-ups and repair expenses and/or Landlord may deduct such expenses from the deposit held by Landlord.

The dumpsters provided at Harbor Park Warehouses are for the use of all tenants. Only trash generated at Harbor Park Warehouses may be put in these dumpsters.

It is hereby agreed by and between lessee and lessor that in the event that lessee shall surrender or abandon the premises located at 923 S.E. 20<sup>ST</sup> Ft. LAUD. FL 33316

During the term of the lease entered into by and between the parties herein, and the lessee shall leave behind personal property at the aforementioned premises lessor shall not be liable or responsible for storage or disposition of lessee's personal property.

It is further hereby agreed by and between the parties that in the event that lessee surrenders or abandons the premises as set forth hereinabove, lessee specifically authorizes and grants to lessor herein the authority to dispose of any of their personal property remaining at the premises after lessee has surrendered or abandoned the premises, any manner that lessor so desires, without any further liability or responsibility to lessee for the storage or disposition of said personal property.

Lessee further herein specifically waives any notice requirements as provided in Florida Statute 715.10, ET seq.

For the purposes of this agreement, abandonment shall not be presumed unless lessee is absent from premises for a period of at least fifteen (15) days, and lessee has not paid rent for that period of time.

This agreement is entered into the provisions of Florida Statute 83.67 (3) (1990).

NOTICES: Any notices permitted or required to be given by the terms of this Agreement shall be effective upon mailing and shall be deemed sufficient if mailed by United States Mail with the proper postage and address affixed thereto to the parties at their addresses shown on Page 1 of this Agreement.

Time shall be of the essence in all undertakings set forth herein.

FINAL AGREEMENT: This Agreement represents the entire agreement between the parties and all other statements, conditions etc. are considered to be merged herein. Landlord's Waiver of any breach by Tenant or other tenants shall not affect Landlord's rights regarding future breaches and shall not give rise to any cause of action of defense on the part of Tenant.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this day and year first above written.

[Signature]  
Witness

[Signature] (PRES)  
Tenant

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Witness

[Signature]  
HARBOR PARK WAREHOUSES, LLC.  
By \_\_\_\_\_  
Landlord



Sheraton Yankee Clipper Hotel

1140 Seabreeze Boulevard  
Fort Lauderdale, Florida 33316

March 14, 2008

Jay Jiggins  
Boucher Brothers Management, Inc.  
420 Lincoln Road, Suite 265  
Miami Beach, FL 33139

RE: Storage

Dear Jay,

This letter serves to confirm our agreement of storage space. Both the Sheraton Yankee Clipper and Trader Hotels will continue to make storage space available for lounge chairs, pads, and trailers. We do not anticipate this changing in the foreseeable future.

Should you have any questions please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Amaury J. Piedra', enclosed within a large, hand-drawn oval.

Amaury J. Piedra  
Complex General Manager

AJP:dv

## **Boucher Brothers Beach Management Hurricane Preparedness / Evacuation Plan**

### **Fort Lauderdale Beach**

In addition to moving the chairs, umbrellas and windbreakers/clamshells 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 7 to 8-1/2 hours. The storage units will be moved to one of Boucher Brothers Beach Management's off-beach storage locations. The umbrella bases will remain on the beach as they are anchored under the sand, unless the City of Fort Lauderdale deem it to be necessary to be removed. This can be discussed in the visioning process.

Additionally, Boucher Brothers Beach Management owns 3 flat bed 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 pads, lounge chairs, beach umbrellas, windbreakers/clamshells, and storage units from the beach to the storage area. These trailers are normally kept in a storage location at the Sheraton Beach Resort, 1140 Seabreeze Blvd, in Fort Lauderdale, Florida.

Boucher Brothers Beach Management has four options for storage facilities.

- Harbor Park Warehouses, 923 Southeast 20th Street, Bay c-15, Fort Lauderdale, Florida
- 1617 Northeast 17th Terrace, Fort Lauderdale
- Sheraton Beach Resort, 1140 Seabreeze Blvd, in Fort Lauderdale, Florida
- Multicon Development, warehouse space, 1633 Northeast 14th Ave, Fort Lauderdale

With these options available Boucher Brothers Beach Management is well prepared to handle any unforeseen circumstances, including a hurricane, to remove its beach equipment safely.

### **Situational Awareness**

- Boucher Brothers Beach Management has a trained Evacuation Team comprised of 12 team members from its staff. There is 1 team member responsible for charting any disturbances on the Atlantic Ocean, particularly the Caribbean zone, 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 two are stationed out in the field. It is this team member who will report to the President of the company (Charles Perry) whenever a hurricane watch is in effect for South Florida.
- Once Charles Perry has been advised that a hurricane watch has been issued for the South Florida area by the National Hurricane Center, it is he 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 the Broward 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 Chief Operating Officer is contacted. The Chief Operating Officer then contacts the supervisor with the decision to evacuate. The Supervisor then contacts all Boucher Brothers Beach Management Beach 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 Beach Management 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 Beach Management 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 Beach Management Staff at Fort Lauderdale Beach will be supervised and provided with guidance by their Supervisor, and the Supervisor will be instructed by the Chief Operating Officer.

### Breakdown of Evacuation Process

In preparation for this RFP, Boucher Brothers Beach Management tested its evacuation process and achieved performance consistent with the following data, with a margin of time added for contingency purposes.

**The standard equipment area consists of:**

- 700 chairs
- 450 pads
- 350 umbrellas
- 50 clamshells
- 30 storage units

We will have 2 large trailers and 1 small trailers assigned to evacuate this equipment

**Trailer Capacities**

Per trip the large trailer can accomodate either:

- 100 Lounge Chairs
- 50 Clamshells
- 150 Pads
- 2 Storage Units

Per trip the smaller trailer can accomodate either:

- 50 Lounge Chairs
- 100 Pads
- 70 Umbrellas

Large trailer 1 would complete:

- 4 trips to remove storage units
- 1 trip to remove clamshells
- 2 trips to remove pads
- 2 trips to remove lounge chairs.

A total of 9 trips

Large trailer 2 would complete:

- 4 trips to remove storage units
- 5 trips to remove chairs

A total of 9 trips

The small trailer would complete:

- 5 trips to remove umbrellas
- 5 trips to remove pads

A total of 10 trips

**Load/Unload times**

Each large trailers will have 6 people working to help load and unload.

The estimated times to load and unload are:

- 100 chairs = 10 minutes
- 150 pads = 10 minutes
- 2 storage units = 10 minutes
- 50 clamshells = 10 minutes
- 70 umbrellas = 5 minutes

The small trailer will have 2 people working to help load and unload.

The estimated time to load and unload are:

- 70 umbrellas = 5 minutes.
- 100 pads = 10 minutes

The entire evacuation process is estimated to take between 7 and 8-1/2 hours.

If the enhanced luxury oasis equipment is approved by the city we will have another Large trailer and 4 people assigned to remove this equipment.

**Luxury Oasis Section**

- 200 Luxury Chairs
- 200 Luxury Pads
- 20 Day Beds
- 20 Day Bed Pads

**Trailer Capacities**

Per trip the trailer will be able to accomodate either:

- 50 chairs
- 70 pads
- 10 day beds
- 20 day bed pads

The trailer would complete:

- 4 trips to remove Luxury chairs
- 3 trips to remove luxury pads
- 2 trips to remove day beds
- 1 trip to remove day bed pads

A total of 10 trips

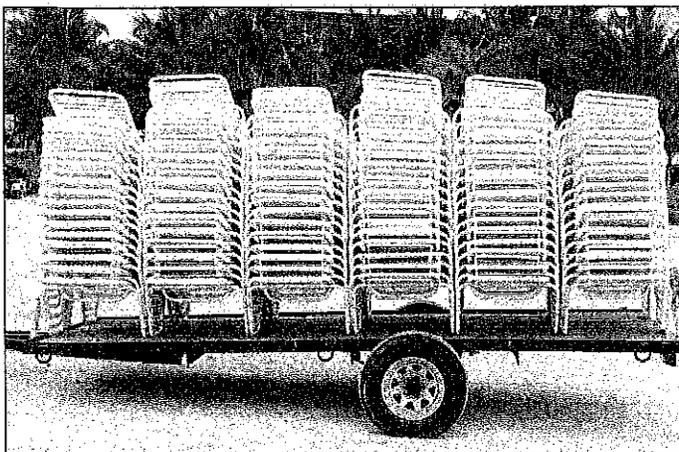
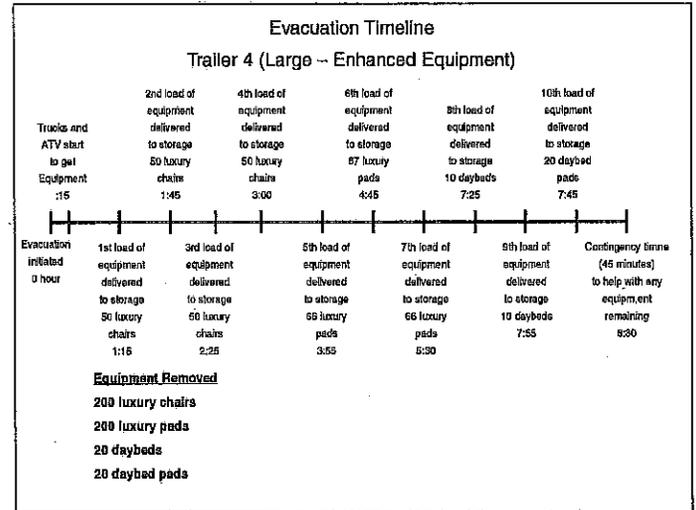
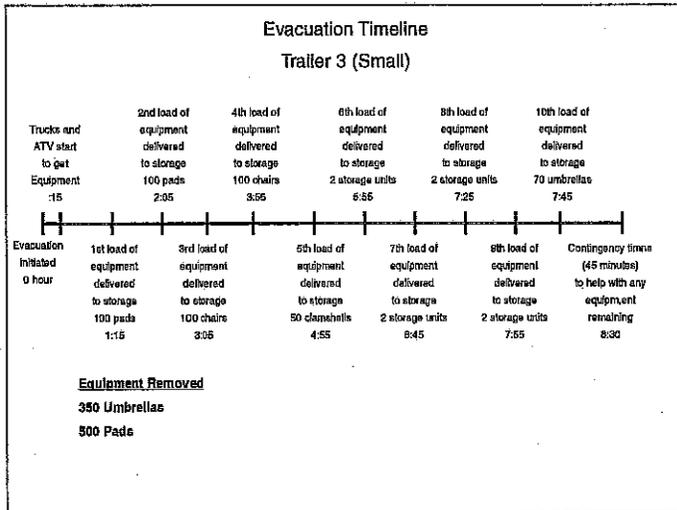
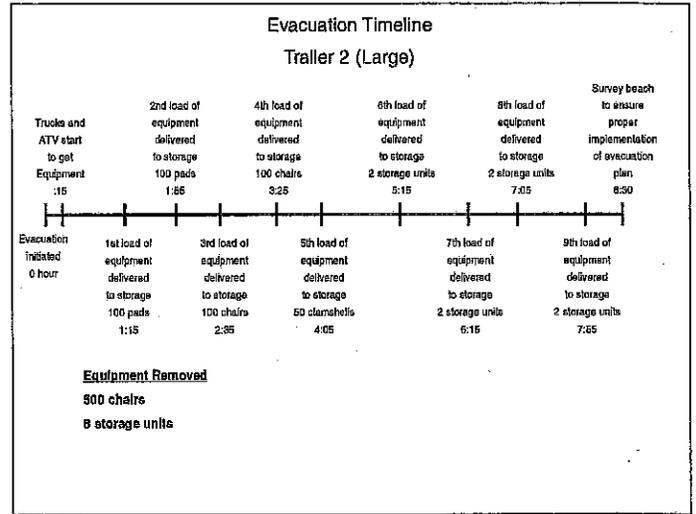
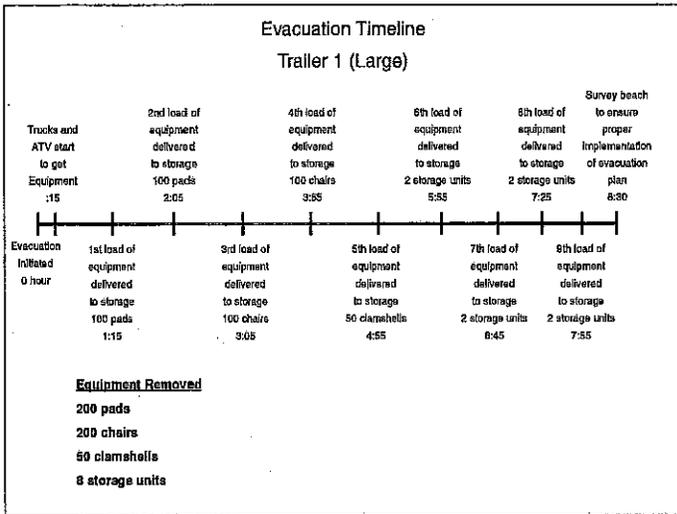
**Load/Unload times**

- 40 chairs = 5 minutes
- 60 cushion = 5 minutes
- 10 day beds = 3 minutes
- 20 day bed pads = 3 minutes

This evacuation process is estimated to take between 7 and 8 hours

**This breakdown depicts the maximum quantity of equipment and accounts for all possible circumstances.**

## Evacuation Timelines



## Management and Staffing Plan

### Days and Hours of Operation

The beach concession site will be open seven days a week from 10:00 AM to 5:00 PM.

### Management Plans and Staffing Levels

Charles Perry 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.

Jason Allen, who will report to Charlie, will directly supervise the five concession areas, and each concession site will have an experienced attendant assigned to it.

Boucher Brothers Beach Management will have a full-time representative whose responsibility is to inspect and oversee the maintenance and clean up of the beach concession site areas. On the weekends, there will be two people assigned for cleanup and maintenance of the concession site and surrounding beachfront areas. (Please refer to the operational flow chart on the next page). Boucher Brothers Beach Management's staff will collect and package bottles from the beach area, daily. Recycle bins will be emptied nightly.

Boucher Brothers Beach Management and their staff have a totaled combined experience of over 200 years in the Beach Rental Equipment industry.

There is no substitute for an onsite owner/operator who is on the beach every day to supervise and manage the concession.

### Daily Procedures

Arrangements have been made for all staff to park their personal vehicles off-site at an area hotel.

Each day, all of the pads and certain miscellaneous equipment will be housed in secured facilities.

At the beginning of each day attendants will place chairs neatly in two rows, with two chairs placed side by side. Where necessary, the chairs will have a pad placed on top of it and an umbrella will be set up between each pair of chairs. Some of the chairs will be set up with a windbreaker/clamshell in lieu of an umbrella. Each pair of chairs will be spaced three feet apart, and each row will be spaced ten feet apart, allowing for comfort and privacy for the guests.

All lounge chairs will be numbered and it will be the attendant's responsibility to account for all rentals immediately and to collect all rental payments throughout the day. The beach attendant will use a fanny pack to store cash collections in, to ensure cash is always on them until the supervisor comes to collect it. The attendant will provide the guest with a receipt which will be a 2-part receipt that has a sequenced number at the top, he/she will collect money and give the receipt. Receipts will have the equipment and prices pre-printed on the sheet. The attendant simply fills in the quantity of equipment used and the total of the sale. The attendant will give one copy to the guest and we will keep the original. In the event that the customer does not want an umbrella, the attendant will remove it.

### Personal Attention

Each attendant will be fully trained in interpersonal skills so as to be courteous and approachable. Although all employess have already undergone various hospitality training programs, all staff will undergo "Sunsational Service Training" – Provided by Hospitality Excellence Inc. Any new staff will also be entered in to this training program. It is the responsibility of attendant to fulfill any reasonable request. When guests approach the welcome station the beach attendant will greet them, answer any questions and escort them to the chair where he will set it up for them. If a guest seats themselves while the attendant is busy the attendant 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 5 minutes to be attended to. A Supervisor will verify rentals every hour throughout the day. During these inspections the Supervisor will inspect the area to ensure that the area is clean and well organized.

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. This unit will conform to standards and specifications as set forth by the City. The pads will be housed in a secured facility off the beach. Boucher Brothers Beach Management's staff will use a trailer to shuttle the pads to the storage area.

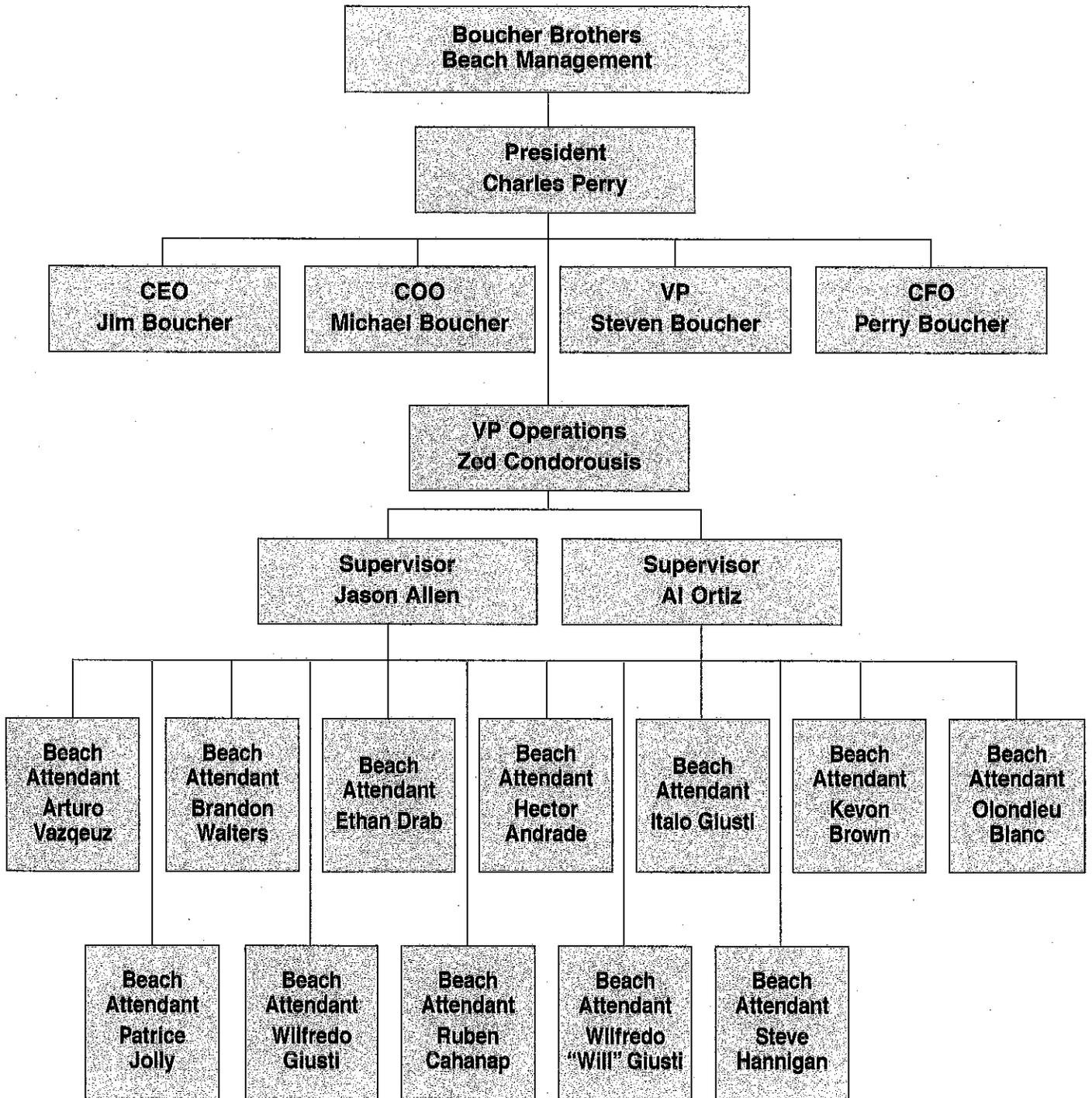
Boucher Brothers Beach Management has found that the most effective and efficient process for the daily beach concession set-up is to pre-arrange the chairs and umbrellas at the onset of each day.

Boucher Brothers Beach Management feels 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 thus will never implore such techniques.

***Dress Code***

From front line staff to support personnel to management, all Boucher Brothers Beach Management service personnel will be easily recognizable, as the company has a strict code of dress for all staff. Taking the lead from the top quality hotels they serve, the company ensures that each and every employee has a professional appearance, with uniforms identifying him or her as a member of the beach service team. While mustaches are permissible, beards are not. Each and every staff member is an ambassador of the City, representing the best we have to offer.

# Operational Flowchart



**Charles Perry – President**

**Responsibilities on This Project**

President/Onsite Operator, Overseeing all operations of the Beach Equipment concession sites

**Residence**

Fort Lauderdale, Florida

**Education**

Fort Lauderdale High School  
 Broward Community College, Associate Degree in Business  
 Florida Atlantic University, Bachelor's Degree in Business Administration/Marketing

**Professional Experience**

Charles B. Perry is a lifelong resident of Fort Lauderdale and has spent his entire professional life, the past 44 years, serving visitors to Fort Lauderdale's beaches. Since 1937, his family has operated beach equipment rental concessions on Fort Lauderdale City beaches, the

beaches of neighboring cities, and for several quality resorts.

- Beached Management Inc., Principal Owner/Onsite Operator, 1984 to present. Concessionaire for rental beach equipment on City of Fort Lauderdale beaches, City of Deerfield Beach, City of Pompano Beach, and various Fort Lauderdale private resorts.
- Ocean Beach Service, 1970 to 1984. Family-owned business founded by Charles Perry's father, John S. Perry. Concessionaire for rental beach equipment on City of Fort Lauderdale beaches and various Fort Lauderdale private resorts.

**Community Involvement**

- Greater Fort Lauderdale Convention & Visitors Bureau
- Central Beach Alliance



Charles Perry

- Greater Fort Lauderdale Chamber of Commerce
- Beach Council
- Swim Fort Lauderdale
- Fort Lauderdale Lifeguard Competition Sponsor

**Jason Allen – Beach Attendant**

**Responsibilities on This Project**

Beach Supervisor  
 Reports to Charlie Perry

**Residence**

Fort Lauderdale

**Education**

Graduate from Florida State University with a degree in Finance

**Experience on Similar Projects**

12 years experience with Beached Management

**Equipment Schedule**

*Consolidated Operational Plan  
 Equipment & Services*

Standard Equipment

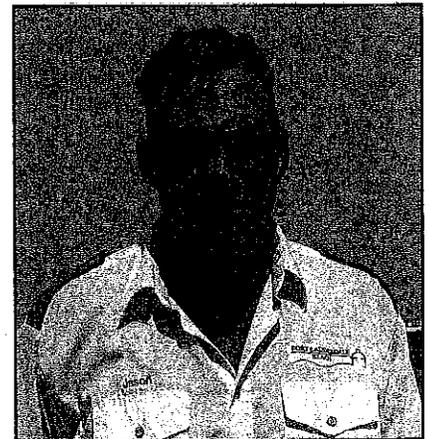
Chairs .....  
 Umbrellas .....  
 Windbreakers/Clamshells.....Pads

Luxury Oasis

Chairs .....  
 Pads .....  
 Windbreakers/Clamshells.....

Set-up and Breakdown Time

10am – 5:00pm



Jason Allen

## Al Ortiz, Operations Manager

### **Responsibilities on This Project**

Oversee operations, reports to Michael Boucher

### **Boucher Brothers Management, Inc.**

April 2010 – Present, Director of Operations

- Oversee pool and beach operations from Miami Beach to Palm Beach
- Oversee payroll and scheduling according to budget parameters
- Responsible for staffing
- Responsible for enforcing all standards, procedures and guidelines set forth by Boucher Brothers
- Responsible for ensuring all staff in proper uniform
- Attend regular meetings with all property executive management
- Responsible for the collection of all property management fees and all monies at all property locations
- Responsible for the accurate accounting of all monies collected

**All State Insurance Company**  
1997-2010, Office Manager

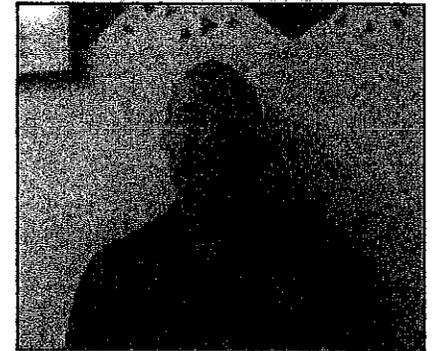
**Turnberry Isle Resort**  
1989-2005, Assistant Bell Captain

### **Education**

- Ottawa University 1988-1990
- Miami Beach High School 1984-1988

### **Awards:**

- Turnberry Isle Resort Employee of the Year 1992
- Turnberry Isle Resort Employee of the Month 8 times during tenure
- All State Insurance Company Sales and Customer Service consecutive awards 1997-2008



Al Ortiz

**Luclaudel Faustin – Supervisor**

**Responsibilities on This Project**  
Supervisor, overseeing all aspects of the Beach Equipment Concession sites  
Reports to William and Charles Perry

**Residence**  
North Miami

**Education**  
Florida International University  
Miami Springs Senior High

**Training**  
Edge at Delano Hotel South Beach

**Experience on Similar Projects**

**2007 to Present**  
**Boucher Brothers**  
Beach Manager Westin Diplomat Resort & Spa  
• Oversee Beach Set Up  
• Facilitates group events  
• Responsible for staff scheduling  
• Manages a staff of 7  
• Processes payroll  
• Oversees Daily rental and sales changes

**2001 – 2007**  
**Boucher Brothers**  
Regional Beach Supervisor  
“Lummus Park”  
• Cash collection  
• Oversee Beach Set Up  
• Schedules staff of 100 employees  
• In charge of evacuation process

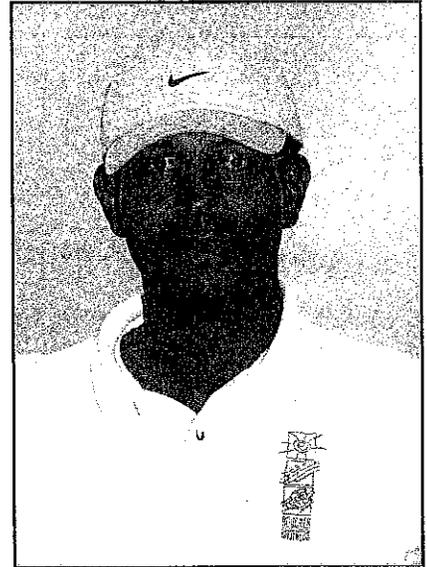
**Equipment Schedule**

*Consolidated Operational Plan  
Equipment & Services*

Standard Equipment  
Chairs .....700  
Umbrellas .....350  
Windbreakers/Clamshells .....50  
ADA.....yes  
Pads .....700

Luxury Oasis  
Chairs .....200  
Pads .....200  
Windbreakers/Clamshells .....20

Set-up and Breakdown Time  
8am – 6pm  
Nextel Security Phones .....Yes



*Luclaudel Faustin*

### Ethan Drab – Beach Attendant

**Responsibilities on This Project**

Beach Attendant  
Reports to Jason Allen

**Residence**

Fort Lauderdale

**Education**

Attended Akron University with courses in Hospitality Management and Sports Exercise Science and did an internship in this field in Ohio

**Experience on Similar Projects**

Approximately 5 years experience

#### Equipment Schedule

*Consolidated Operational Plan  
Equipment & Services*

Standard Equipment

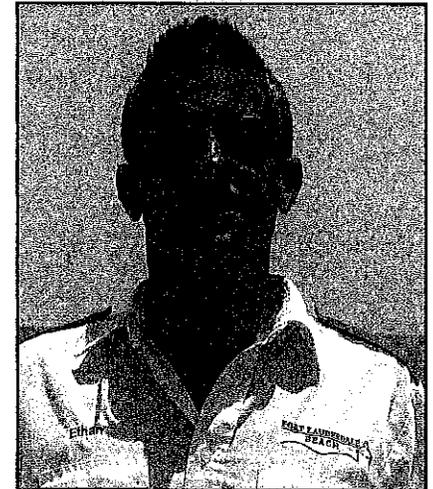
Chairs .....  
Umbrellas .....  
Windbreakers/Clamshells....Pads

Luxury Oasis

Chairs .....  
Pads .....  
Windbreakers/Clamshells.....

Set-up and Breakdown Time

10am – 5:00pm



Ethan Drab

### Arturo Vazquez – Beach Attendant

**Responsibilities on This Project**

Beach Attendant  
Reports to Jason Allen

**Residence**

Ft. Lauderdale, Florida

**Training**

Boucher Brothers Beach Management, Ft. Lauderdale  
Ft. Lauderdale Beach

**Experience on Similar Projects**

3 Months

#### Equipment Schedule

*Consolidated Operational Plan  
Equipment & Services*

Standard Equipment

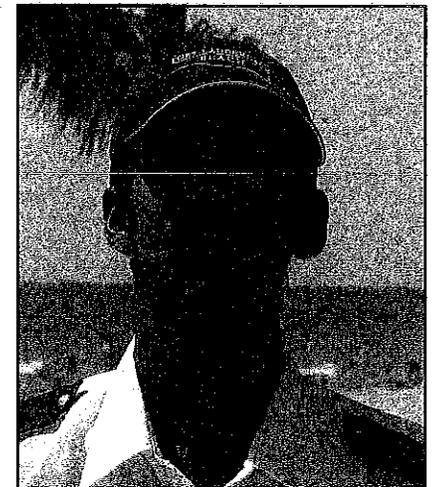
Chairs .....  
Umbrellas .....  
Windbreakers/Clamshells....Pads

Luxury Oasis

Chairs .....  
Pads .....  
Windbreakers/Clamshells.....

Set-up and Breakdown Time

10am – 5:00pm



Arturo Vazquez

**Brandon Walters – Beach Attendant**

**Responsibilities on This Project**  
Beach Attendant  
Reports to Jason Allen

**Residence**  
Ft. Lauderdale, Florida

**Training**  
Boucher Brothers Beach  
Management, Ft. Lauderdale  
Ft. Lauderdale Beach

**Experience on Similar Projects**  
3 Months

**Equipment Schedule**

*Consolidated Operational Plan  
Equipment & Services*

Standard Equipment  
Chairs .....  
Umbrellas .....  
Windbreakers/Clamshells....Pads

Luxury Oasis  
Chairs .....  
Pads .....  
Windbreakers/Clamshells.....

Set-up and Breakdown Time  
10am – 5:00pm



Brandon Walters

**Hector Andrade – Beach Attendant**

**Responsibilities on This Project**  
Beach Attendant  
Reports to Jason Allen

**Residence**  
Ft. Lauderdale, Florida

**Training**  
Boucher Brothers Beach  
Management, Ft. Lauderdale  
Ft. Lauderdale Beach

**Experience on Similar Projects**  
1 Year

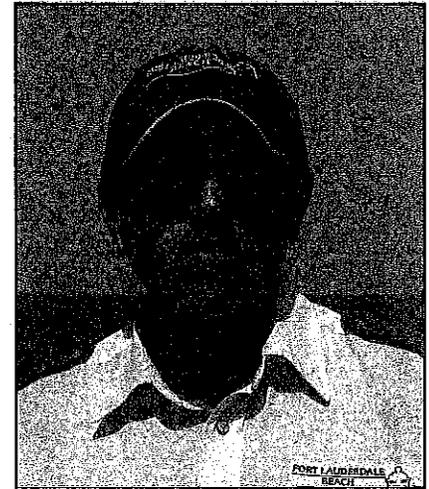
**Equipment Schedule**

*Consolidated Operational Plan  
Equipment & Services*

Standard Equipment  
Chairs .....  
Umbrellas .....  
Windbreakers/Clamshells....Pads

Luxury Oasis  
Chairs .....  
Pads .....  
Windbreakers/Clamshells.....

Set-up and Breakdown Time  
10am – 5:00pm



Hector Andrade

**Italo Giusti – Beach Attendant**

**Responsibilities on This Project**

Beach Attendant  
Reports to Jason Allen

**Residence**

Ft. Lauderdale, Florida

**Training**

Boucher Brothers Beach  
Management, Ft. Lauderdale  
Ft. Lauderdale Beach

**Experience on Similar Projects**

3 Years

**Equipment Schedule**

*Consolidated Operational Plan  
Equipment & Services*

Standard Equipment

Chairs .....  
Umbrellas .....  
Windbreakers/Clamshells....Pads

Luxury Oasis

Chairs .....  
Pads .....  
Windbreakers/Clamshells.....

Set-up and Breakdown Time

10am – 5:00pm



*Italo Giusti*

**Kevon Brown – Beach Attendant**

**Responsibilities on This Project**

Beach Attendant  
Reports to Jason Allen

**Residence**

Tamarac, Florida

**Training**

Boucher Brothers Beach  
Management, Ft. Lauderdale  
Ft. Lauderdale Beach

**Experience on Similar Projects**

3 Years

**Equipment Schedule**

*Consolidated Operational Plan  
Equipment & Services*

Standard Equipment

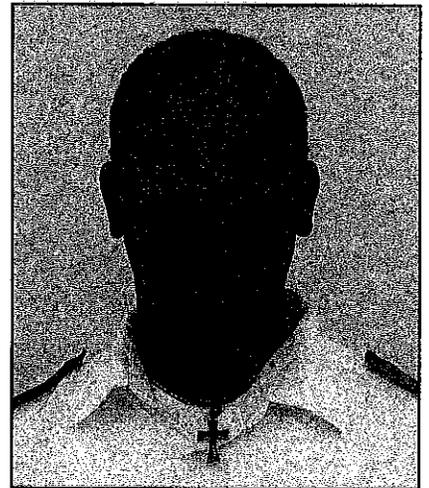
Chairs .....  
Umbrellas .....  
Windbreakers/Clamshells....Pads

Luxury Oasis

Chairs .....  
Pads .....  
Windbreakers/Clamshells.....

Set-up and Breakdown Time

10am – 5:00pm



*Kevon Brown*

**Olondieu Blanc – Beach Attendant**

**Responsibilities on This Project**

Beach Attendant  
Reports to Jason Allen

**Residence**

North Miami, Florida

**Training**

Boucher Brothers Beach  
Management, Ft. Lauderdale  
Ft. Lauderdale Beach

Boucher Brothers Management  
Miami Beach

Sheraton Ft. Lauderdale Beach  
Hotel  
Beach Attendant

**Experience on Similar Projects**

14 Years

**Equipment Schedule**

*Consolidated Operational Plan  
Equipment & Services*

Standard Equipment

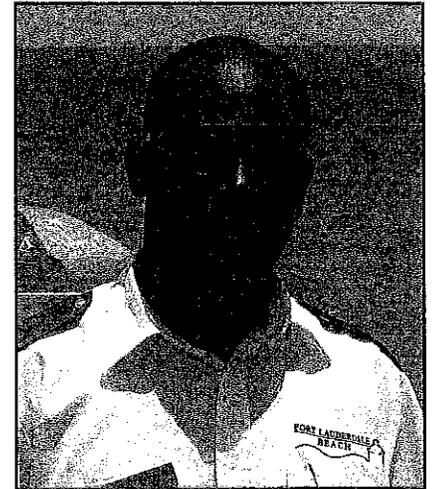
Chairs .....  
Umbrellas .....  
Windbreakers/Clamshells....Pads

Luxury Oasis

Chairs .....  
Pads .....  
Windbreakers/Clamshells.....

Set-up and Breakdown Time

10am – 5:00pm



Olondieu Blanc

**Patrice Jolly – Beach Attendant**

**Responsibilities on This Project**

Beach Attendant  
Reports to Jason Allen

**Residence**

Pompano Beach, Florida

**Training**

Boucher Brothers Beach  
Management, Ft. Lauderdale  
Ft. Lauderdale Beach

**Experience on Similar Projects**

3 Years

**Equipment Schedule**

*Consolidated Operational Plan  
Equipment & Services*

Standard Equipment

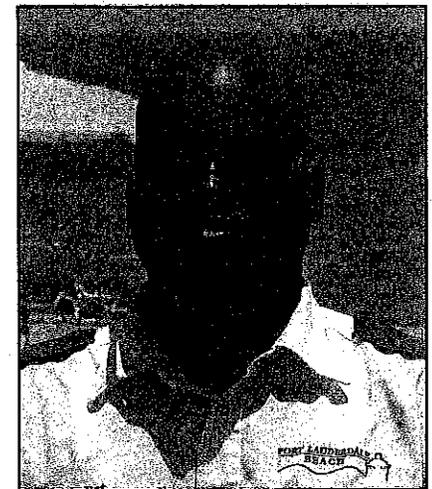
Chairs .....  
Umbrellas .....  
Windbreakers/Clamshells....Pads

Luxury Oasis

Chairs .....  
Pads .....  
Windbreakers/Clamshells.....

Set-up and Breakdown Time

10am – 5:00pm



Patrice Jolly

### Wilfredo Giusti – Beach Attendant

**Responsibilities on This Project**

Beach Attendant  
Reports to Jason Allen

**Residence**

Coral Springs, Florida

**Training**

Boucher Brothers Beach  
Management, Ft. Lauderdale  
Ft. Lauderdale Beach

**Experience on Similar Projects**

4 Years

#### Equipment Schedule

*Consolidated Operational Plan  
Equipment & Services*

Standard Equipment

Chairs .....  
Umbrellas .....  
Windbreakers/Clamshells....Pads

Luxury Oasis

Chairs .....  
Pads .....  
Windbreakers/Clamshells.....

Set-up and Breakdown Time

10am – 5:00pm



Wilfredo Giusti

### Will Giusti Jr. – Beach Attendant

**Responsibilities on This Project**

Beach Attendant  
Reports to Jason Allen

**Residence**

Coral Springs, Florida

**Training**

Boucher Brothers Beach  
Management, Ft. Lauderdale  
Ft. Lauderdale Beach

**Experience on Similar Projects**

2 Years

#### Equipment Schedule

*Consolidated Operational Plan  
Equipment & Services*

Standard Equipment

Chairs .....  
Umbrellas .....  
Windbreakers/Clamshells....Pads

Luxury Oasis

Chairs .....  
Pads .....  
Windbreakers/Clamshells.....

Set-up and Breakdown Time

10am – 5:00pm



Will Giusti Jr.

**Steve Hannigan – Beach Attendant**

**Responsibilities on This Project**

Beach Attendant  
Reports to Jason Allen

**Residence**

Ft. Lauderdale, Florida

**Training**

Boucher Brothers Beach  
Management, Ft. Lauderdale  
Ft. Lauderdale Beach

**Experience on Similar Projects**

3 Years

**Equipment Schedule**

*Consolidated Operational Plan  
Equipment & Services*

Standard Equipment

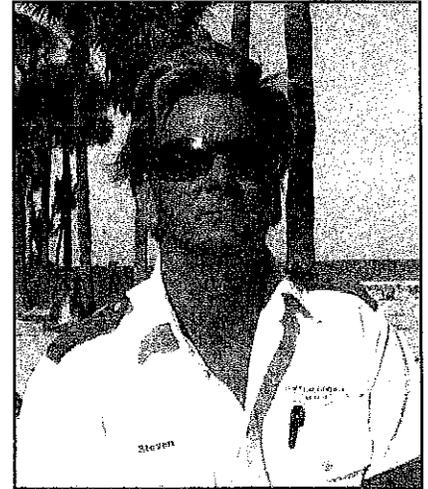
Chairs .....  
Umbrellas .....  
Windbreakers/Clamshells....Pads

Luxury Oasis

Chairs .....  
Pads .....  
Windbreakers/Clamshells.....

Set-up and Breakdown Time

10am – 5:00pm



Steve Hannigan

**Ruben Cahanap – Beach Attendant**

**Responsibilities on This Project**

Beach Attendant  
Reports to Jason Allen

**Residence**

Ft. Lauderdale, Florida

**Training**

Boucher Brothers Beach  
Management, Ft. Lauderdale  
Ft. Lauderdale Beach

**Experience on Similar Projects**

2 Years

**Equipment Schedule**

*Consolidated Operational Plan  
Equipment & Services*

Standard Equipment

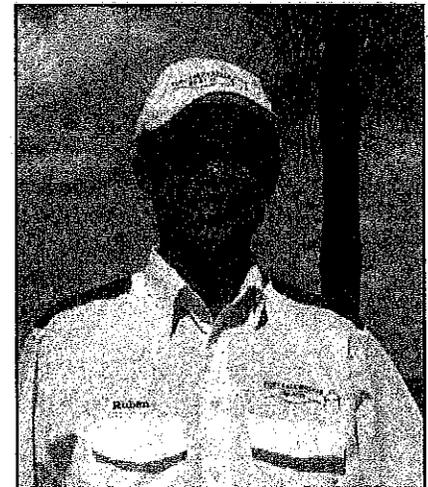
Chairs .....  
Umbrellas .....  
Windbreakers/Clamshells....Pads

Luxury Oasis

Chairs .....  
Pads .....  
Windbreakers/Clamshells.....

Set-up and Breakdown Time

10am – 5:00pm



Ruben Cahanap

**Boucher Brothers Beach Management, LLC  
Written Policy and Procedure for Internal Control**

1. Each day the attendant will receive an Attendant Daily Collection Sheet (See page 35). He/she will fill in his/her name, the section and the date.
2. Upon servicing a guest the beach attendant will fill in the number of chairs, umbrellas, clamshell, or daybeds rented by each customer on the Attendant Daily Collection Sheet. The attendant will also include the amount of cash collected, the chair/umbrella numbers, location and the time of the rental on this sheet. The attendant will do this for each customer they service.
3. The attendant will provide the guest with a receipt which will be a 2-part receipt that has a sequence number at the top, he/she will collect money and give receipt. Receipts will have the equipment and prices pre-printed on the sheet. The attendant simply fills in the quantity of equipment used and the total of the sale. The attendant will give one copy to the guest and we will keep the original.
4. The beach supervisor will periodically check the Attendant's Daily Collection Sheet and ensure that all equipment that is being used has been accounted for on the sheet by counting each and every piece of beach equipment being used. The supervisor will periodically write descriptions of customers and check at a later time if equipment has been re-rented to determine that no equipment has been re-rented and not accounted for on the sheet. These periodic checks will be done during each cash collection by the supervisor as well as other various times during the day. The supervisor will use a bicycle to travel from area to area unless other means are approved by the city. Possible alternatives include golf carts and Segways.
5. Up to five times, a day the beach supervisor will collect cash from each beach attendant. During this time the supervisor will add up all the rentals on the Attendant Daily Collection Sheet and will write these totals down in the Supervisor count column of this sheet. The supervisor will then write these totals as well as the amount of cash collected on the Supervisor Daily Collection Sheet (See page 37). The supervisor will make sure that the totals for the beach equipment rented match the actual cash collected. The name of the attendant, opening time, closing time and the time of the collections will also be included on the Supervisor Daily Collection Sheet. After all this information is recorded the attendant will sign this sheet. The attendant's signature certifies the amount of money and for what equipment the supervisor has collected. It will be the attendant's responsibility to count the cash before the supervisor collects it and ensure that that correct total is written on the Supervisor Daily Collection Sheet.
6. At the end of each day the supervisor will put all of the sales information for the day on to the Excel Monthly Collection Summary Sheet (See page 37). The Monthly Collection Summary will track the number of rentals for each different kind of equipment as well as the cash collected at each section. The supervisor will then prepare a deposit slip, make the deposit at the bank and receive a validated deposit receipt. All validated deposit receipts are kept and filed.
7. To make it more convenient for the customer Boucher Brothers Beach Management will accept MasterCard, Visa, American Express and Discover credit card for payment. The attendant will make an imprint of the credit card on a credit card sales slip and phone the supervisor to receive authorization. The supervisor will input the information in a wireless credit card terminal, receive an authorization number and relay that number to the attendant. Proper identification will also be required for credit card purchases.

BOUCHER BROTHERS BEACH  
MANAGEMENT FOR LAUDERDALE, LLC

**RENTAL VOUCHER**  
NO RAIN CHECKS  
NON-TRANSFERABLE

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Location: \_\_\_\_\_ Beach Chair \_\_\_\_\_ Beach Umbrella \_\_\_\_\_

Cabanas: \_\_\_\_\_ Luxury Lounge: \_\_\_\_\_ Misc: \_\_\_\_\_

Day Bed: \_\_\_\_\_

**ALL RENTALS WILL BE COLLECTED AT 5:00 P.M.**  
CAUTION: DO NOT ADJUST CHAIRS WHILE SITTING DOWN

BOUCHER BROTHERS BEACH  
MANAGEMENT FOR LAUDERDALE, LLC

**RENTAL PRICE LIST**

CHAISE LOUNGE.....	\$12.00	PER DAY
UMBRELLA.....	\$20.00	PER DAY
CABANA.....	\$15.00	PER DAY
DAY BED.....	\$40.00	PER DAY
LUXURY LOUNGE.....	\$15.00	PER DAY

FLAT RATE - NO EXCEPTIONS  
CONTACT PHONE # 954-520-4318  
305-218-1023





### Boucher Brothers Beach Management, LLC

Supervisor: \_\_\_\_\_ Supervisor Daily Collection Sheet Date: \_\_\_\_\_

Section A	Chairs	Umb.	Clamshell	Daybed	Sale Amt	Time	Employee
open:							
closed:							

Section A	Chairs	Umb.	Clamshell	Daybed	Sale Amt	Time	Employee
open:							
closed:							

Section B	Chairs	Umb.	Clamshell	Daybed	Sale Amt	Time	Employee
open:							
closed:							

Section B	Chairs	Umb.	Clamshell	Daybed	Sale Amt	Time	Employee
open:							
closed:							

Section C	Chairs	Umb.	Clamshell	Daybed	Sale Amt	Time	Employee
open:							
closed:							

Comments and Deductions

Employee Lunches	
Employee Drinks	

### Boucher Brothers Beach Management, LLC

#### Monthly Collection Summary

	Weather	Beach Rentals		Total Revenue	Monthly Total	Bank Deposit	Comments	chairs	umbrellas	luxury chairs	daybeds
		Cash	Credit Card					rented	rented	rented	rented
Saturday	03/02/12										
Sunday	03/03/12										
Monday	03/04/12										
Tuesday	03/05/12										
Wednesday	03/06/12										
Thursday	03/07/12										
Friday	03/08/12										
Saturday	03/09/12										
Sunday	03/10/12										
Monday	03/11/12										
Tuesday	03/12/12										
Wednesday	03/13/12										
Thursday	03/14/12										
Friday	03/15/12										
Saturday	03/16/12										
Sunday	03/17/12										
Monday	03/18/12										
Tuesday	03/19/12										
Wednesday	03/20/12										
Thursday	03/21/12										
Friday	03/22/12										
Saturday	03/23/12										
Sunday	03/24/12										
Monday	03/25/12										
Tuesday	03/26/12										
Wednesday	03/27/12										
Thursday	03/28/12										
Friday	03/29/12										
Saturday	03/30/12										
Sunday	03/31/12										
Monday	04/01/12										
<b>TOTALS</b>											

# Daily Rentals

	Section A				Section B				Section C				Section D				Section E				
	Cash	CC	total	total																	
Monday	chairs		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0	
	umbrella		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0	
	Clamshell		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0	
	Lux Chr		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0	
	Daybed		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0	
	total		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0	
	3-Mar																				
	chairs		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0	
	umbrella		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0	
	Clamshell		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0	
Lux Chr		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0		
Daybed		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0		
total		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0		
Tuesday	4-Mar																				
	chairs		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0	
	umbrella		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0	
	Clamshell		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0	
	Lux Chr		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0	
	Daybed		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0	
total		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0		
Wednesday	5-Mar																				
	chairs		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0	
	umbrella		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0	
	Clamshell		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0	
	Lux Chr		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0	
	Daybed		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0	
total		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0		
Thursday	6-Mar																				
	chairs		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0	
	umbrella		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0	
	Clamshell		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0	
	Lux Chr		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0	
	Daybed		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0	
total		0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0			0.0	0.0		

Rest of the month would continue in spreadsheet.

## Beach Maintenance Plan of Concession Area

Boucher Brothers Beach Management realizes the importance of a detailed maintenance and sanitation plan and knows the plan itself is only as good as its implementation. Boucher Brothers Beach Management will have an employee that is solely responsible for maintenance and sanitation. It will be the Beach Attendant'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 attendant will call the maintenance worker to pick it up. The maintenance worker will use an ATV and a small trailer for any equipment or trash removal. The supervisor will make sure that all attendants are checking the equipment daily to ensure that it is in acceptable condition. Once the maintenance worker has picked up damaged equipment it will be brought to a work area where it will either be repaired by him or sent out for repair. No equipment will be repaired on the beach unless it is a very minor repair (for example, replacing a screw). Once the equipment has been repaired it will be brought back to the section that it was removed from.

Boucher Brothers Beach Management will provide trash receptacles where needed. These receptacles will be no larger than 13 gallons subject to city approval for design, type and location. Every opening and closing each attendant will be responsible for making sure his/her area is totally clean. Throughout the day attendants will also clean the beach as the need arises. The maintenance worker will be responsible for sanitation pick up. Three times a day he will check trash receptacles. If trash needs to be removed he will do so. If the beach attendant ever sees that trash receptacles are full in between trash pick ups he/she will call the maintenance worker for pick up.

Boucher Brothers Beach Management 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.

### **Plans for Maintenance, Waste Collection and Security**

#### ***Daily Maintenance and Cleanup***

During the morning set-up, beach attendants 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 attendants will then begin to set up the equipment.

The attendant 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 attendant will clean the beach, making sure that there is no debris left behind.

Garbage receptacles will be purchased and placed in the desired areas as required by the City.

#### ***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 have established a good working relationship with the Fort Lauderdale Police Department's beach patrol officers, lifeguards and fire-rescue personnel.

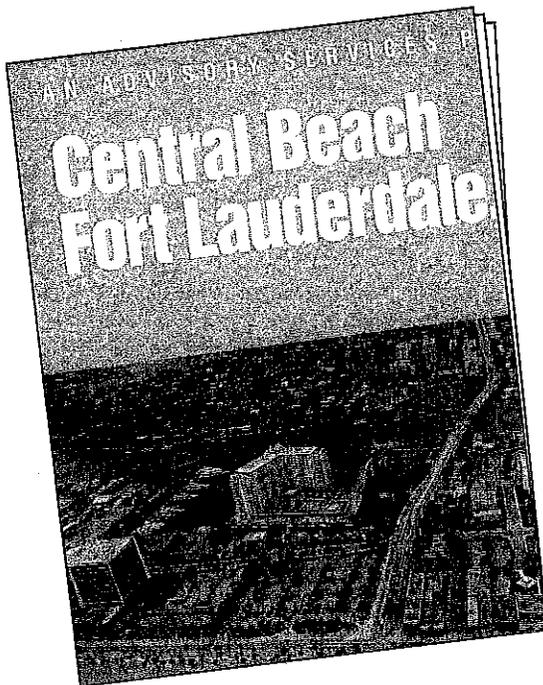
Boucher Brothers Beach Management personnel all have cell phones or walkie-talkies and are trained to quickly notify the proper authorities in the event of an emergency. Company employees have assisted law enforcement many times in the identification and apprehension of pickpockets, thieves and other 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 Beach Management's philosophy is that it is a true partner with the City of Fort Lauderdale 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 Beach Management 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 Beach Management will be able to quickly, safely remove and store all equipment in a secure location off the beach. The Evacuation plan is presented in full detail on pages 19-21.

## 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 Beach Management 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 Beach Management will invest the time and money to promote Fort Lauderdale Beach.

We have over 50 years experience working with some of South Florida's, Virginia Beach's and Chicago'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 cultivated in Fort Lauderdale. Boucher Brothers Beach Management 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 Beach Management 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**

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 that conti

NO AMENITY FEE TO CITY  
FLAT FRANCHISE FEE +  
10% GROSS REVENUE  
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pg 29/30 (EXHIBIT A)

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Management 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 frequesnt the beach must change with the changing demographics and the growing demands of a competitive marketplace.

**Increasing Hotel Profitability  
Amenity Charge Proposal**

As people demand a higher standard of excellence for their leisure time, Boucher Brothers Beach Management has responded by creating programs for those who seek – and expect – five-star quality and an enhanced level of products and services, whether a resident visiting the beach or a family on vacation.

Boucher Brothers Beach Management has a strong record of cultivating and forging new relationships between the hotels and the beach, and now Boucher Brothers Beach Management is prepared to bring this strategy to the Fort Lauderdale beach area. In reality, Boucher Brothers Beach Management works on behalf of the hotels, providing concierge-level services, added value to the guests and increased profitability to the hotels.

The Amenity Charge is just one of the programs that assists hotels in their marketing efforts. With the Amenity Charge, the hotels may offer guests the option of daily use of beach equipment. This will include everything from lounges, umbrellas and windbreakers/ clamshells to towels and sunscreen. This provides an added benefit to both hotel properties and their guests, generating additional revenue to the hotel and additional, easily accessible amenities for the guest.

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

Hotels that currently enjoy a profitable Amenity Charge relationship with Boucher Brothers Beach Management include the Delano, Hotel Victor, Park Central, Ritz Carlton, Sagamore, The Astor, The Hotel, The Shore Club, Congress, Betsy Ross, Dream, Z Hotel and The Tides on Miami Beach.

At the Delano in Miami Beach, for example, the hotel includes amenities at both the pool and the beach in their Amenity Charge relationship with Boucher Brothers Beach Management . 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.

**Activities for Residents and Visitors**

Boucher Brothers Beach Management 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 Beach Management 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.

**Residents Appreciation Program**

Boucher Brothers Beach Management feels that the City of Fort Lauderdale residents Boucher Brothers Beach Management proposes to have discount plans for residents as well as certain other groups. It is proposed that there will be a City of Fort Lauderdale Resident Discount Card and a City of Fort Lauderdale Annual Pass. The Discount Card will allow residents to get all beach equipment at a discounted rate. Discount Card's will be valid for the current calendar year. The Discount Card will have the resident's name, address and photo along with the year that the pass is for. The Annual Pass will allow residents to purchase specific amounts equipment and have use of that equipment for the entire year at a greatly reduced rate. Each resident's Annual Pass will list the resident's name, address, photo, the expiration date and amount of equipment they are entitled to. All passes will be good for 1 year from the date of purchase. Having photos included on these cards will eliminate unauthorized use of these cards. Cards will be available at the Boucher Brothers Beach Management office during normal business hours. Applications will be available online so that applicants can fill them out at their leisure before bringing them to the office.

Boucher Brothers Beach Management will also propose to offer a City of Fort Lauderdale Employee Discount Card as well as a Senior Citizen Discount Card. These discount cards will be similar to the Resident Discount Card and can be obtained the same way.

**Recreational Facilities**

There can be little doubt about the value of enhancing the activities that are offered on the Fort Lauderdale beaches.

Boucher Brothers Beach Management currently operates watersports equipment rental concession sites at beachfronts throughout South Florida. This relevant experience adds to our broad familiarity with the variety of recreational facilities and activities that may be appropriate to Fort Lauderdale beach, providing additional operational flexibility to respond to any conclusions that may result from the Visioning Process. Boucher Brothers Beach Management believes that additional investment in expanding the scope of recreational facilities and activities will establish quality standards that will make Fort Lauderdale's beach a more attractive destination than the many other beach cities along AIA. Similar to Boucher Brothers Beach Management conclusions – the most recent ULI Report concerning Fort Lauderdale's Central Beach recommends that additional facilities at the Fort Lauderdale Beach area include recreational concessions that sell or rent bikes, roller blades, beach umbrellas and chairs, environmentally friendly jet skis, kayaks, rafts, kites, surfboards, paragliding, diving, and other recreational services and merchandise. Boucher Brothers Beach Management is prepared to offer well-designed concession sites to meet these and other needs of Fort Lauderdale's beach guests.

**Catering to the Convention and Meetings Marketplace**

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Boucher Brothers Beach Management has a program in place to implement activities and services that will make a day at the beach filled with activities to entertain and retain business visitors. This is sorely lacking at the present time.

**Variance 4 Group Beach Events**

Boucher Brothers Management 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. With projected revenue of \$1,000,000 next year we are committed to delivering the best teambuilding and group events in the market. 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 Beach Management 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 Beach Management 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.

**Enhanced Product Offerings For New Equipment And Capital Expenditures**

In addition to standard chair set-ups currently priced at ten dollars, Boucher Brothers Beach Management 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 Beach Management 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 Beach Management attendants will deliver the desired items to the guests. To the extent beach guests would like services, Boucher Brothers Beach Management 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 Beach Management intends to provide this level of attention.

Luxury Oasis - OK

Sunsational Service - REQUIRED

Delivery of Products - "NO"

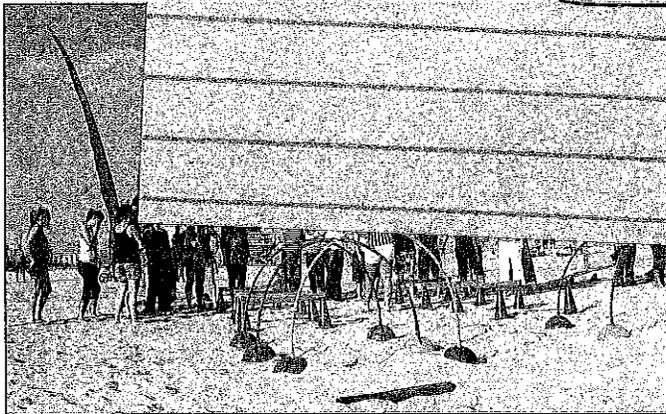
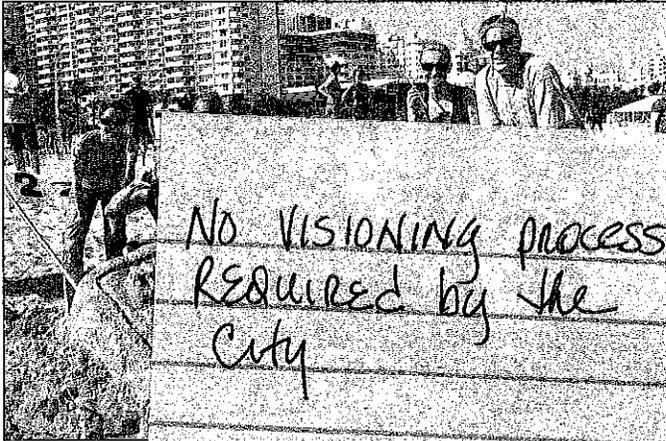
Whether you need to liven up downtime throughout your meeting agenda or simply want to treat your group to a fun-filled corporate event, we can make it happen!



- Beach Olympics
- Survivor Games
- Obstacle Courses
- Sand Sculpting
- Build Your Own Boat
- Waterfront Group Tours
- Parasailing
- Kayaking
- Banana Boat Ride

Over 50 additional events to choose from!

Call today for your customized proposal:  
 Sales: (305) 218-6610 or (305) 535-8177  
[www.boucherbrothers.com](http://www.boucherbrothers.com)



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DISCOUNT PROGRAM  
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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 Beach Management is able to provide the full extent of basic services as required by the RFP. As already discussed, Boucher Brothers Beach Management 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 Beach Management expects to embrace a mutually agreeable phased approach to implementing the various optional additional enhanced services contemplated in this RFP response. Boucher Brothers Beach Management 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 Beach Management 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 more than 25 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.

**Capital Investment in Equipment**

Boucher Brothers Beach Management is prepared to make a large capital investment for the purchase of equipment. Section III of this response details the type and quantity of high quality equipment we intend to place into service in Fort Lauderdale.

**Central Theme of the Concession**

Fort Lauderdale has re-established itself as the "Venice of America," and the time has come for the City to provide residents and tourists with a fresh, new delivery of five-star hospitality on its beaches.

This is exactly what Boucher Brothers Beach Management intends to offer at its concession sites – EXCELLENT equipment and services, with exacting attention to detail, including:

- Personalized, concierge-like service
- Top of the line equipment
- Enhanced activities for residents and tourists
- Relationships with hoteliers
- A proactive marketing approach

As a proud five time recipient of the "International 5 Star Diamond Award" from The American Academy of Hospitality Sciences, Boucher Brothers Beach Management adhere to a stringent philosophy based on five-star quality of products and services.

The overall goal is to extend five-star hospitality to the beach so that the Fort Lauderdale beachfront is a must-see destination for both residents and tourists.

Fort Lauderdale is a world class city. The products and services offered on its beaches must be world class as well.

**Concession Marketing Plans**

Boucher Brothers Beach Management, LLC is committed to a proactive approach to marketing the beachfront concession sites. This includes working in concert with City staff as well as appropriate representatives of resident groups, hoteliers, local tourism officials and other important stakeholders to accommodate needs and provide added value marketing to the City of Fort Lauderdale.

## Method to Anchor Equipment

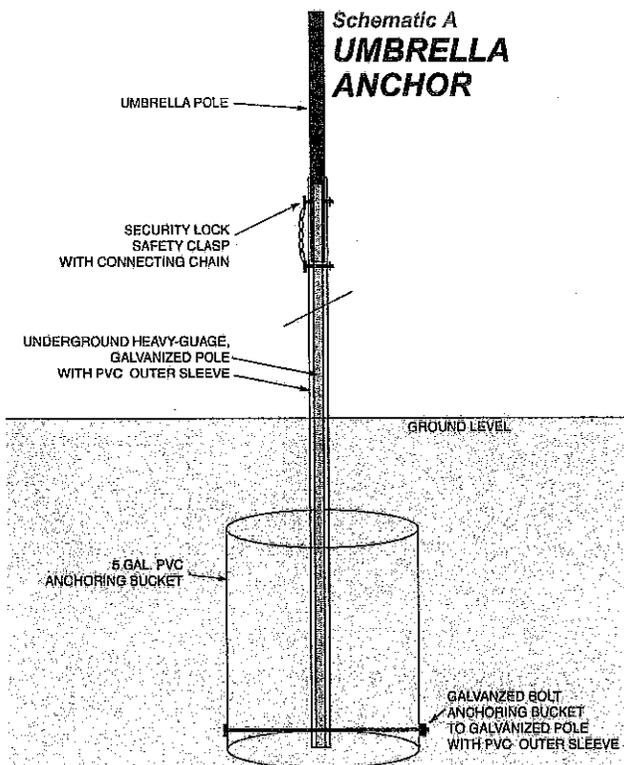
### UMBRELLAS (Please refer to schematic A below)

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

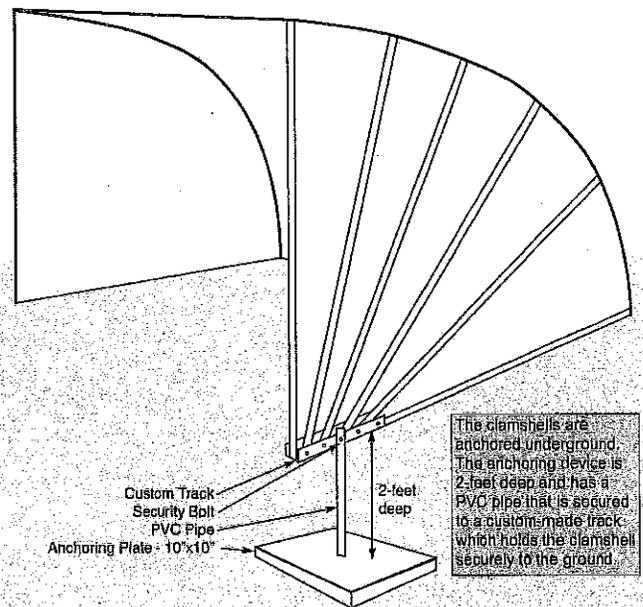
- 1) Galvanized 1" pipe with a 1/2" white PVC sleeve is secured with galvanized bolts to a white 5-gallon bucket.
- 2) Pipe with sleeve has a stainless steel eyebolt with stainless steel swivel. Safety catch is bolted to top of 1" pipe.
- 3 Bucket is buried approximately 2 feet in the ground, ensuring permanence.
- 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/CLAMSHELLS (Please refer to schematic B below)

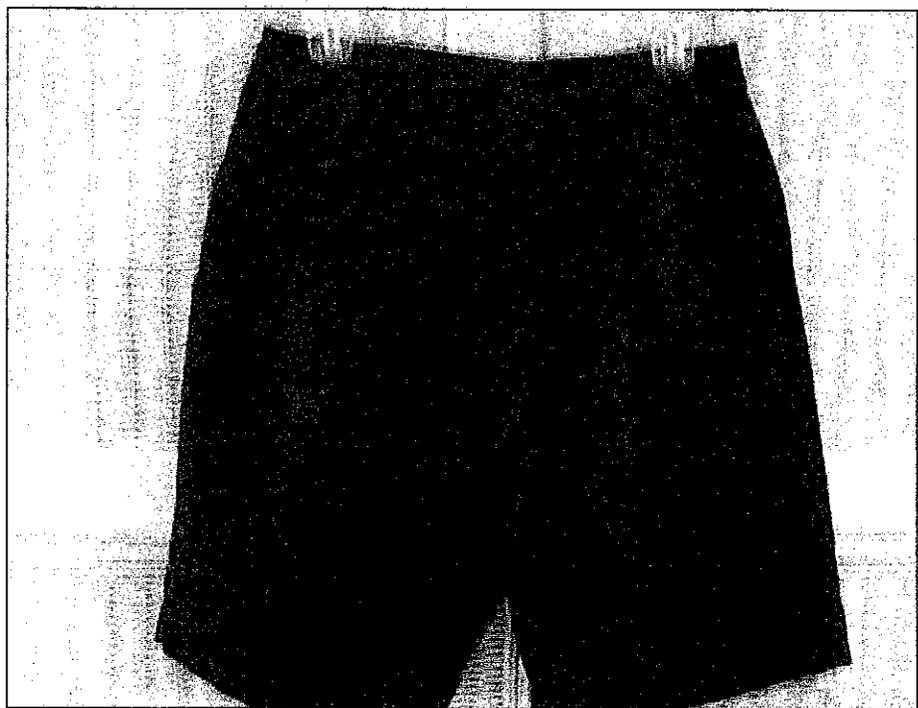
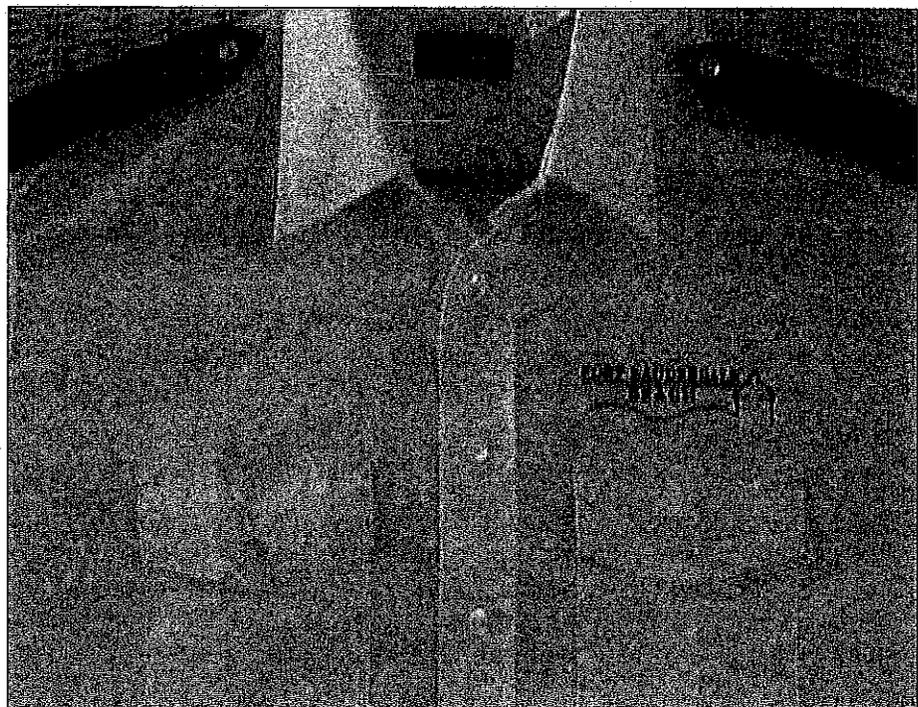
At either end of each windbreaker/clamshell, stainless steel metal ribs can be found, which are attached to a securing boot. The boot consists of a custom track into which the ribs fit, the bottom of which is bolted to a PVC pipe attached to an 8"x8" square aluminum plate. This mechanism is buried 2 feet in the ground. With both ends of the clamshell buried in the ground, this system ensures that the clamshell will not blow out of the ground, nor can it be easily removed by the general public.



**Schematic B**  
**CLAMSHELL ANCHORING DEVICE**



Uniforms



### Amenity Agreement Plan

Boucher Brothers has worked very closely with hotels from Miami Beach up to Virginia Beach. We first meet with the hotel to find out their needs and then design a plan that is specifically designed to meet their needs. Each plan is designed to offer the type of equipment that fits the hotel's needs. Some hotels offer their guests 2 chairs, other hotels offer 2 chairs and an umbrella and others offer their guests whatever equipment they want. Amenities can also be added to each hotels agreement. Depending on their needs they can add all or part of the following: Beach concierge, board games, cold towels or spray bottles, a children's play area filled with beach toys, towel service and complimentary food treats (such as frozen grapes, ice pops or the like). The amenity plan gives the hotel the option of offering their guests added value while spreading the cost to all of their guests. This brings the individual cost way down. It also adds the convenience of not having to bring cash or credit cards to the beach. Boucher Brothers will tailor make a plan depending on the hotel's desires and budget. In the event that a hotel is not interested in offering an amenity plan it is possible to set up a room charge agreement. This plan also gives the guest the convenience of not having to bring cash or credit cards to the beach. These are the current amenities we offer. However, we have the flexibility to meet any needs the hotel may have. We pride ourselves on finding solutions to whatever a client may need. Where others say they can't do something we find a way to make it happen.

They may contract  
with hotels for  
amenity agreement  
plans -  
plans  
must be approved by  
City pg 29/30  
Exhibit A

## Proposed Amenities

Boucher Brothers Beach Management's 25-year 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 Beach Management has responded by providing a concierge level of service – at the pool deck, the beachfront and the equipment rental concessions.

Seeking to increase their profit margins and improve the services they can offer their guests, many hotels have evaluated the Boucher Brothers Beach Management amenity charge program and decided to enter into an amenity charge arrangement with Boucher Brothers Beach Management. Under the amenity charge program, a hotel contracts with Boucher Brothers Beach Management with the objective of providing simplified, discounted access for its guests to the various beachfront amenities offered by Boucher Brothers Beach Management, including beachfront chairs, umbrellas, windbreakers/ clamshells, and other amenities. In exchange for this guest access, hotels agree to pay Boucher Brothers Beach Management 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. (See Equipment Schedule, pages 72-73). 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 Beach Management and its municipal partners because it provides, rain or shine, a guaranteed revenue stream. Equally important, Boucher Brothers Beach Management 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 Beach Management's 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 Beach Management are The Sheraton Beach Resort and Ritz Carlton in Fort Lauderdale; The Embassy Suites in Deerfield Beach; Fontainebleau Resort, Acqualina and Marenas Resort in Sunny Isles; and The Delano, 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 "Lummas Park" are; Park Central, The Hotel, Hotel Victor, Pelican Hotel, Z Ocean Hotel, Betsy Ross, Breakwater Hotel, Edison Hotel, Congress Hotel and The Tides.

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 from \$5.00 to \$10.00 per day and maintain a considerable profit margin to the bottom line. With the 8% 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.

Please see the amenity charge illustration on the following page.

**Proposed Amenities**

**SHERATON FORT LAUDERDALE BEACH RESORT**

Amenity Charge per night includes the following amenities:

*Complimentary Use of:*

Fitness Center	Board Games
Windbreaker/Clamshell	Pool Rafts
Umbrellas	Boogie Boards
Lounge Chair	Bocce Ball
Towels	Tether Ball
Magazines	Horse shoe



Join us for the kind of day most people dream about

Lounge Around

Chair & Pad  
Umbrella

Windbreaker/Clamshell

Includes: slide table, cold herbal washcloths, aloe vera lotion, board games, sun/m headphones; beach concierge service & use of water toys

Lounge Around in Luxury

Day Bed \$40.00

Children's Area

Find a wide variety of kid's toys, shovels, buckets, dump trucks and hoola hoops for the young and young at heart

Call the Front Desk or Concierge for any information concerning Amenity Charge Products and Services

### Proposed Amenities

Boucher Brothers Beach Management 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 60 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. With projected revenue of \$1,000,000 next year, we are committed to delivering the best teambuilding and group events in the market. 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 Beach Management organizes professional, fun, and memorable events. We can designate an area for groups with bright colored flags that will give them a semi-private experience on the beach. A Beach Attendant can be assigned to tend to the group, provide them with amenities, and satisfy their 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 Beach Management 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.

Boucher Brothers currently works 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. Boucher Brothers is experienced and knowledgeable in servicing this market and is prepared to offer this added benefit to optimize enjoyment of Fort Lauderdale's beach areas.

**Proposer's Experience and Past Performance**

**Boucher Brothers Beach Management, LLC,  
a sole purpose corporation**



*Charles Perry  
Member/President*



*James Boucher  
Member/Chief Executive Officer*



*Michael Boucher  
Member/Chief Operating Officer*



*Steven Boucher  
Member/Vice President*



*Perry Boucher  
Member/Chief Financial Officer*

**J**ames, Michael, Steven and Perry Boucher and Charles Perry have been operating and managing beachfront and pool concessions at some of the finest hotels and beaches in South Florida for over 60 years.

***Relevant Experience***

- Cater to patrons in excess of 10,000 hotel rooms at 60 hotels
- Caters to residents of 515 condominium units
- Number of chairs: 8,522
- Number of umbrellas: 2,500
- Number of clamshells/windbreakers: 300
- Provides concession services to 60 blocks of Public Sector beach.

Each of the brothers is fully qualified, cross-trained and experienced in hiring, training and supervision of staff; and overseeing all aspects of day-to-day operations and maintenance of concession facilities.

***Employees***

Over 500, with a 10% seasonal adjustment

***Geographic Markets Served***

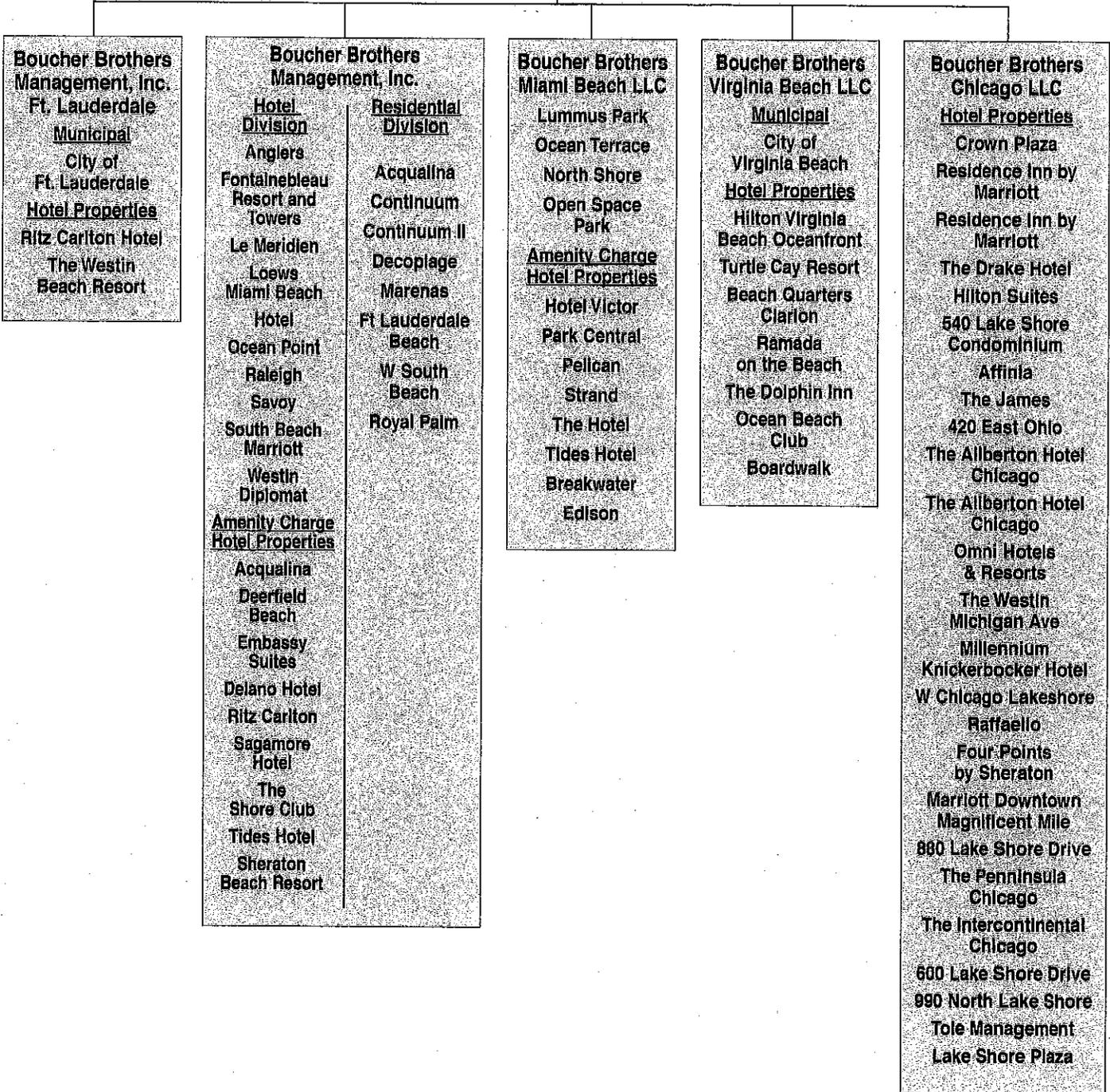
Fort Lauderdale Beach, Hollywood Beach, Pompano Beach, Deerfield Beach, Sunny Isles Beach, Miami Beach, Singer Island, Haulover, Virginia Beach and Chicago, IL (Lake Michigan).

***Demographic Markets Served***

Residents, hotel guests and visitors

# Ownership Flowchart

**Shareholders**  
 James Boucher · Michael Boucher · Perry Boucher · Steven Boucher  
 Charles Perry



### Beach Equipment Concessions Currently Managed or Operated

	City of Fort Lauderdale	City of Fort Lauderdale	<i>City of Virginia Beach</i>	Chicago, IL
Hotel Name			City of Virginia Beach	Park District
Address	Parks and Recreation Department 100 N. Andrews Avenue Fort Lauderdale, FL	Parks and Recreation Department 100 N. Andrews Avenue Fort Lauderdale, FL	1st-41st Street & 56th-57th Street Virginia Beach, VA	Park Concession Management LLC 7059 S. Shore Drive Chicago, IL 60649
Facility Owner's representative	Catherine McCaffrey	Catherine McCaffrey	Mike Eason	Tracy McKenzie
Telephone Number	954 828 5000	954 828 5000	757 385 6639	312 456 7028
Number of Rooms			N/A	N/A
Starting Date	September 2008 – Through the Present	2008 – 2011 Through the Present	5-May	May 1, 2011 – Through the Present
Concession				
Pool Deck	No	No	No	No
Beach	Yes	No	Yes	Yes
Type of Concession				
Chairs	Yes	No	Yes	Yes
Umbrellas	Yes	No	Yes	Yes
Windbreakers/Clamshells	Yes	No	Yes	No
Lotions	No	No	Yes	No
Water sports	No	Yes	No	No
Number of chairs	500	0	1400	300
Number of Umbrellas	150	0	800	200
Number of Windbreakers/ Clamshells	0	0	200	0

### Beach Equipment Concessions Currently Managed or Operated

	<b>City of Haulover</b>	 <b>MIAMI BEACH</b>	<b>SHERATON FORT LAUDERDALE BEACH</b>	<b>WESTIN HOTEL</b>
Hotel Name	Haulover Park	Lummus Park	Sheraton	Westin Hotel
Address	Parks & Recreation Department 275 N.W. 2nd Street Suite 511 Miami, FL 33128	Ocean Terrace North Shore Open Space 5th – 14th Street Miami Beach, FL	Clipper Beach Resort 1140 Seabreeze Blvd Fort Lauderdale, FL	321 N. Ft Lauderdale Beach Blvd Fort Lauderdale, FL
Facility Owner's representative	Jon Seaman	Anna Parekh	Amaury Piedra	Amaury Piedra
Telephone Number	305 755 7974	305 673 7000 x6443	954 524 5551	954 467 1111
Number of Rooms	N/A	N/A	500	460
Starting Date	May 1, 2010 – Through the Present	November 2001	January 2006	January 2006
Concession				
Pool Deck	No	No	Yes	Yes
Beach	Yes	Yes	Yes	No
Type of Concession				
Chairs	Yes	Yes	Yes	Yes
Umbrellas	Yes	Yes	Yes	Yes
Windbreakers/Clamshells	No	Yes	Yes	Yes
Lotions	Yes	Yes	Yes	Yes
Water sports	No	Yes	No	No
Number of chairs	150	2,200	100	100
Number of Umbrellas	75	700	50	50
Number of Windbreakers/ Clamshells	0	50	10	10

### Beach Equipment Concessions Currently Managed or Operated

	 <b>THE WESTIN DIPLOMAT</b>	 <b>EMBASSY SUITES HOTELS*</b>	 <b>ACQUALINA</b> <small>RESORTS AND SPA ON THE BEACH</small>	 <b>DOUBLETREE SURFCOMBER HOTEL</b> <small>MIAMI - SOUTH BEACH</small>
Hotel Name	Westin Diplomat	Embassy Suites	Acqualina	Doubletree Ocean Point
Address	3555 S. Ocean Drive Hollywood, FL	950 S.E 20th Ave Deerfield Beach, FL	17875 Collins Avenue Sunny Isles, FL	17375 Collins Avenue Sunny Isles, FL
Facility Owner's representative	Ed Walls	Jason Mueller	Sase Gjorsovski	William Gilchrist
Telephone Number	954 602 6000	954 426 0478	305 918 8000	786 528 2500
Number of Rooms	995	244	285	169
Starting Date	June 2007	April 1997	May 2006	December 2007
Concession				
Pool Deck	No	Yes	Yes	Yes
Beach	Yes	Yes	Yes	Yes
Type of Concession				
Chairs	Yes	Yes	Yes	Yes
Umbrellas	Yes	Yes	Yes	Yes
Windbreakers/Clamshells	Yes	Yes	Yes	Yes
Lotions	Yes	Yes	Yes	Yes
Water sports	No	No	No	No
Number of chairs	300	200	300	100
Number of Umbrellas	120	50	120	50
Number of Windbreakers/ Clamshells	10	12	10	10

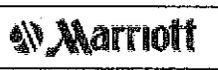
### Beach Equipment Concessions Currently Managed or Operated

				
Hotel Name	Marenas Beach Resort & Spa	Loews Hotel	Fontainebleau	Ritz Carlton Hotel
Address	18683 Collins Avenue Sunny Isles, FL	1601 Collins Avenue Miami Beach, FL	4441 Collins Avenue Miami Beach, FL	1 Lincoln Road Miami Beach, FL
Facility Owner's representative	Philip Starling	Shaun Hauver	Adam Klein	Jessica Rivera
Telephone Number	305 503 6000	305 604 1601	305 538 2000	786 276 4000
Number of Rooms	206	800	876	375
Starting Date	June 2005	December 1998	November 1997	December 2004
Concession				
Pool Deck	Yes	No	Yes	No
Beach	Yes	Yes	Yes	Yes
Type of Concession				
Chairs	Yes	Yes	Yes	Yes
Umbrellas	Yes	Yes	Yes	Yes
Windbreakers/Clamshells	Yes	Yes	Yes	Yes
Lotions	Yes	Yes	Yes	Yes
Water sports	No	Yes	Yes	No
Number of chairs	200	600	400	300
Number of Umbrellas	50	300	150	150
Number of Windbreakers/ Clamshells	12	20	40	16

### Beach Equipment Concessions Currently Managed or Operated

				
Hotel Name	Delano Hotel	Shore Club	Marriott South Beach	Sagamore Hotel
Address	1685 Collins Avenue Miami Beach, FL	1901 Collins Avenue Miami Beach, FL	1601 Collins Ave Miami Beach, FL	1671 Collins Avenue Miami Beach, FL
Facility Owner's representative	JP Oliver	Tim Nardi	Sam Crooke	Brian Vujnovic
Telephone Number	305 672 2000	305 695 3100	305 536 7700	305 535 8088
Number of Rooms	195	322	236	93
Starting Date	June 1997	August 2002	June 2000	December 2005
Concession				
Pool Deck	Yes	Yes	Yes	Yes
Beach	Yes	Yes	Yes	Yes
Type of Concession				
Chairs	Yes	Yes	Yes	Yes
Umbrellas	Yes	Yes	Yes	Yes
Windbreakers/Clamshells	Yes	Yes	Yes	Yes
Lotions	Yes	No	Yes	Yes
Water sports	No	No	No	No
Number of chairs	250	200	200	100
Number of Umbrellas	125	100	50	35
Number of Windbreakers/ Clamshells	20	20	12	10

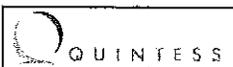
### Beach Equipment Concessions Currently Managed or Operated

				
Hotel Name	Savoy Hotel	Park Central	Courtyard Marriott	Hotel Victor
Address	455 Ocean Drive Miami Beach, FL	640 Ocean Drive Miami Beach, FL	3925 Collins Avenue Miami Beach, FL	1144 Ocean Drive Miami Beach, FL
Facility Owner's representative	Patrick Goddard	Marlo Cortney	Laura Sannichols	Larry McClosky
Telephone Number	305 396 8167	305 796 6589	305 538 3373	305 428 1234
Number of Rooms	75	125	263	90
Starting Date	May 2006	August 2005	October 2004	February 2005
Concession				
Pool Deck	Yes	No	No	No
Beach	Yes	Yes	Yes	Yes
Type of Concession				
Chairs	Yes	Yes	Yes	Yes
Umbrellas	Yes	Yes	Yes	Yes
Windbreakers/Clamshells	Yes	Yes	Yes	Yes
Lotions	Yes	Yes	Yes	Yes
Water sports	No	Yes	No	No
Number of chairs	100	100	100	60
Number of Umbrellas	50	50	30	30
Number of Windbreakers/ Clamshells	10	10	10	6

### Beach Equipment Concessions Currently Managed or Operated

	TIDES	the hotel	THE CONGRESS	
Hotel Name	Tides	The Hotel	The Congress	Anglers Hotel
Address	1220 Ocean Drive Miami Beach, FL	801 Collins Avenue Miami Beach, FL	1052 Ocean Drive Miami Beach, FL	660 Washington Avenue Miami Beach, FL
Facility Owner's representative	Matt Pargament	Marlo Cortney	Claudio Bono	Keith Space
Telephone Number	305 604 5070	305 531 2222	305 538 9830	305 534 9600
Number of Rooms	46	53	70	30
Starting Date	October 2005	August 2005	January 2007	August 2007
Concession				
Pool Deck	No	No	Yes	No
Beach	Yes	Yes	Yes	Yes
Type of Concession				
Chairs	Yes	Yes	Yes	Yes
Umbrellas	Yes	Yes	Yes	Yes
Windbreakers/Clamshells	Yes	Yes	Yes	Yes
Lotions	Yes	Yes	Yes	Yes
Water sports	No	Yes	No	No
Number of chairs	60	60	40	40
Number of Umbrellas	30	30	15	15
Number of Windbreakers/ Clamshells	6	6	4	4

### Beach Equipment Concessions Currently Managed or Operated

			<b>DECOPLAGE</b>	
Hotel Name	Pelican	Continuum	Decoplage	Quintess
Address	826 Ocean Drive Miami Beach, FL	1 South Pointe Drive Miami Beach, FL	100 Lincoln Road Miami Beach, FL	2618 Arthur Street Hollywood, FL
Facility Owner's representative	Vanessa Rivera	Stephanie Snyder	Kim Pinillos	Leanne Zaleski
Telephone Number	305 673 3373	305 938 4240	305 672 3594	954 854-0076
Number of Rooms	30	314	648	House rentals
Starting Date	August 2002	December 2002	July 2007	July 2006
Concession				
Pool Deck	No	Yes	No	No
Beach	Yes	Yes	Yes	Yes
Type of Concession				
Chairs	Yes	Yes	Yes	Quintess uses equipment at several of our locations.
Umbrellas	Yes			
Windbreakers/Clamshells	Yes	Yes	Yes	
Lotions	Yes	Yes	Yes	
Water sports	No	Yes	Yes	
Number of chairs	30	No	No	
Number of Umbrellas	10	100	100	
Number of Windbreakers/ Clamshells	10	50 10	50 10	

### Beach Equipment Concessions Currently Managed or Operated

		<b>Z HOTEL</b>		
Hotel Name	Villazzo	Z Hotel	Betsy Ross Hotel	Crowne Plaza
Address	119 Washington Avenue #504 Miami Beach, FL	1458 Ocean Drive Miami Beach, FL	1440 Ocean Drive Miami Beach, FL	1545 Collins Avenue Miami Beach, FL
Facility Owner's representative	Rodrigo Figueroa	Masato Kominami	Henny Schaefer	Donald Fraser
Telephone Number	786-925-8900	305 672 4554	305 531 3934	305 604 5700
Number of Rooms	House rentals	110	99	422
Starting Date	January 2007	May 2007	March 2007	May 2002
End Date		November 2007	Closed June 2007 Renovations	September 2006
Concession				
Pool Deck	No	No	No	Yes
Beach	Yes	Yes	Yes	Yes
Type of Concession				
Chairs	Villazzo uses equipment at several of our locations.	Yes	Yes	Yes
Umbrellas		Yes	Yes	Yes
Windbreakers/Clamshells		Yes	No	Yes
Lotions		No	No	Yes
Water sports		No	No	No
Number of chairs		50	50	300
Number of Umbrellas		20	20	100
Number of Windbreakers/Clamshells		4	4	30

### Beach Equipment Concessions Currently Managed or Operated

	<b>RITZ PLAZA</b>	<b>W HOTEL SOUTH BEACH</b>	<b>GANSEVOORT</b> <small>miami beach</small>	<b>RITZ CARLTON FT. LAUDERDALE</b>
Hotel Name	Ritz Plaza	W Hotel South Beach	Gansevoort Miami Beach	Ritz Carlton Fort Lauderdale
Address	1701 Collins Avenue Miami Beach, FL	2201 Collins Avenue Miami Beach, FL	2399 Collins Avenue Miami Beach, FL	1 N. Ft. Lauderdale Beach Blvd Ft. Lauderdale, FL
Facility Owner's representative	Greg White	George Cozonis	Roy Crane	Jim Oliver
Telephone Number				
Number of Rooms	305 534 3500	305 534 1511	305 531 8811	954 465 2300
Starting Date	132	355	585	
End Date	April 2001  March 2007 Closed for Renovations	August 2001  June 2006 Sold – Closed for Renovations	February 2002  March 2005 Closed for Renovations	
Concession				
Pool Deck	No	Yes	Yes	
Beach	Yes	Yes	Yes	
Type of Concession				
Chairs	Yes	Yes	Yes	
Umbrellas	Yes	Yes	Yes	
Windbreakers/Clamshells	Yes	Yes	Yes	
Lotions	Yes	Yes	Yes	
Water sports	No	Yes	No	
Number of chairs	120	300	300	
Number of Umbrellas	40	100	100	
Number of Windbreakers/ Clamshells	10	20	20	



CITY OF FORT LAUDERDALE BUSINESS TAX YEAR 2011 - 2012

Donor of America

BUSINESS TAX DIVISION
700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311
(954)828-5195

Business ID: 9900872 Business Name: BOUCHER BROTHERS BEACH MFT FTL LLC
Business Address: 1605 NE 17 AV
Tax Category: RENTAL SERVICE-NOT IN CONNECTION, 730182
WITH MERCHANDISE LICENSE Tax#: Fee:

BOUCHER BROTHERS BEACH MFT FTL LLC
CHARLES PERRY
1605 NE 17 ST
FORT LAUDERDALE, FL 33305

\*\*\*DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE\*\*\*

Business ID: 9900872
Tax Number: 730182
Business Name: BOUCHER BROTHERS BEACH MFT FTL LLC
Business Address: 1605 NE 17 AV
Business Owner: PERRY, CHARLES

- ✓ This Receipt issued for the period commencing October 1st and ending September 30th of the years shown above.
✓ If you have moved your business, please complete below and bring it into our office.
✓ A transfer of business location is subject to zoning approval. Please bring this receipt in to our office to obtain the necessary approval.
✓ If you have sold your business, please sign below and mail it to our office, or provide it to the Purchaser to bring into our office along with a Bill of Sale.
✓ A Transfer fee applies of 10% of the annual business tax fee, not less than \$3.00, no more than \$25.00.

Purchaser Name: Print Name Signature

Seller Name: Print Name Signature

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.

BUILDING DEPARTMENT
BUSINESS TAX DIVISION
700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311
Tel (954)828-5195 Fax (954)828-8929
WWW.FORTLAUDERDALE.GOV

Rev.2.a NEW 7/11

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-331-4000  
**VALID OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2012**

**DBA:** Boucher Brothers Sch Maint Pt LLC      **Receipt #:** 329-228148  
**Business Name:** Boucher Brothers Sch Maint Pt LLC      **Business Type:** ALL OTHERS (BEACH CER/ENROLL RPTL)  
**Owner Name:** CHARLES B PERRY      **Business Opened:** 10/07/2009  
**Business Location:** 1605 NE 17 AVE      **State/County/Cert/Reg:**  
 FT LAUDERDALE      **Exemption Code:** NONE/2MPT  
**Business Phone:**

Rooms	Seats	Employees	Machines	Professionals
		5		

For Vending Business Only						Total Paid
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NEP 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 #04A-10-0009748  
 Paid 07/08/2011 33.00**

**2011 - 2012**



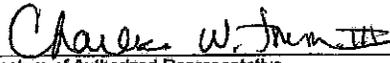
**CERTIFICATE OF INSURANCE**

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that:  STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois  
 STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois  
 STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas  
 STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or  
 STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: CHARLES B PERRY							
1605 NE 17 <sup>TH</sup> AVE							
ADDRESS OF NAMED INSURED: FT LAUDERDALE, FL 33305							
POLICY NUMBER	596 6692-D14-59						
EFFECTIVE DATE OF POLICY	10/14/11-04/14/12						
DESCRIPTION OF VEHICLE (Including VIN)	2004 FORD RANGER PICKUP						
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO					
LIMITS OF LIABILITY							
a. Bodily Injury							
Each Person	250,000.00						
Each Accident	500,000.00						
b. Property Damage							
Each Accident	100,000.00						
c. Bodily Injury & Property Damage							
Single Limit							
Each Accident							
PHYSICAL DAMAGE COVERAGES							
a. Comprehensive	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO					
	\$ 100.00	Deductible	\$	Deductible	\$	Deductible	\$
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO					
	\$ 250.00	Deductible	\$	Deductible	\$	Deductible	\$
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

 Signature of Authorized Representative		AGENT Title	1980 Agent's Code Number	10/19/2011 Date
Name and Address of Certificate Holder CITY OF FORT LAUDERDALE 100 N ANDREWS AVE ROOM 619 FT LAUDERDALE, FL 33301		Name and Address of Agent CHARLES W FORUM III 910 E BROWARD BLVD FT LAUDERDALE, FL 33301		

INTERNAL STATE FARM USE ONLY:  Request permanent Certificate of Insurance for liability coverage.  
 Request Certificate Holder to be added as an Additional Insured.

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) <b>06/30/2011</b>
PRODUCER (305) 824-3464 JACKSON AGENCY INC 2075 W 76TH ST P.O. BOX 160340 HIALEAH, FL 33016-0006	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED  Boucher Brothers BEACH MANAGMENT Fort Lauderdale, LLC 420 LINCOLN ROAD, SUITE 265 MIAMI BEACH FL 33139-	INSURERS AFFORDING COVERAGE INSURER A: <b>CAPITOL SPECIALTY INS.</b> INSURER B: <b>ESSEX INSURANCE COMPANY</b> INSURER C: INSURER D: INSURER E:	NAIC #

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	CS900346273-04	06/13/2011	06/13/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> Pers. Watercraft Ren				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Misc. Prop Rental				GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC				PRODUCTS - COMP/PROP AGG \$ 1,000,000 MISC. PROPERTY RENTAL 1,000,000
	<b>AUTOMOBILE LIABILITY</b>		//	//	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
	<b>GARAGE LIABILITY</b>		//	//	AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
A	<b>EXCESS/UMBRELLA LIABILITY</b>	CS900346273-04	06/13/2011	06/13/2012	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DEDUCTIBLE				
	<input type="checkbox"/> RETENTION \$	SCHEDULE LOCATIONS ONLY	//	//	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		//	//	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	<b>OTHER LIABILITY</b>	CS900346273-04	06/13/2011	06/13/2012	PREMISES & OPERATION 1,000,000
A	<b>LIABILITY</b>	CS900346273-04	06/13/2011	06/13/2012	PERS. WATERCRAFT RENL 1,000,000
B	<b>INLAND MARINE</b>	IMS08070	07/11/2011	07/11/2012	MISC. PROPERTY FLOATER 873,015

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 CITY OF FORT LAUDERDALE IS NAMED AS AN ADDITIONAL INSURED.

<b>CERTIFICATE HOLDER</b> ( ) - (305) 538-3288  CITY OF FORT LAUDERDALE 100 N ANDREWS AVE  FORT LAUDERDALE FL 33301-	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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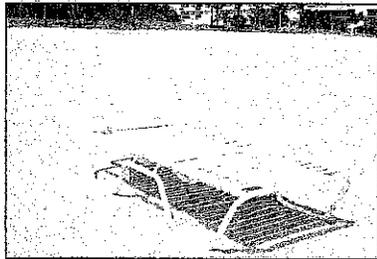


### Equipment Schedule

**Item: Standard Chair**

*Description:* The aluminum chair is vinyl-strapped, multi-welded at stress points and treated with powder coated paint. The three-inch pads are made of durable Sunbrella fabric.

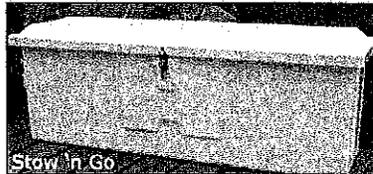
*Quantity:* 700



**Item: Storage Unit**

*Description:* 72" wide x 26" deep x 27" high. Made by TaylorMade Products (or the equivalent thereof).

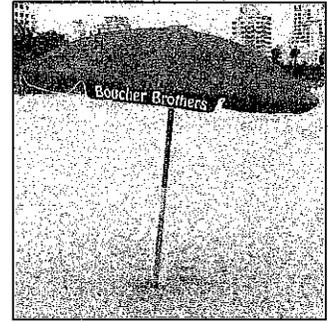
*Quantity:* 15



**Item: Umbrellas**

*Description:* The oversized umbrellas are constructed of durable Sunbrella fabric with wood poles placed in a metal sleeve.

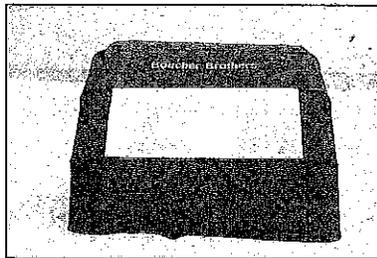
*Quantity:* 350



**Item: Windbreakers/Glamshells**

*Description:* The sturdy canvas windbreaker/ clamshell is 72-inches by five-feet, in a semi-circular configuration. The four-panel structure is collapsible and is supported by a PVC spanner bar.

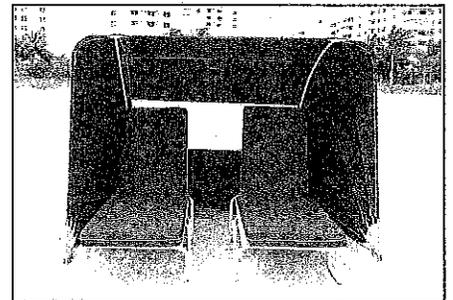
*Quantity:*



**Full set up of two luxury chairs and umbrella**



**Full set up of two luxury chairs and windbreaker/ clamshell**



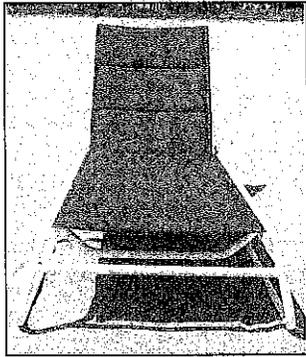
All equipment is manufactured by one of the largest equipment suppliers in the United States. All proposed equipment type is currently in use and has been time tested. All proposed equipment will last at least the duration of the initial contract period and will be maintained accordingly for sanitation and aesthetics.

### Enhanced Equipment Schedule

**Item: Luxury Chair, Pad & Amenities**

**Description:** The luxury "Oasis" includes two chairs that include the durable pad made with sunbrella fabric with a table placed between them. Board games will be provided for adults and a play area with complimentary toys for children. Attendants will deliver cold washcloths and aloe at varying intervals throughout the day.

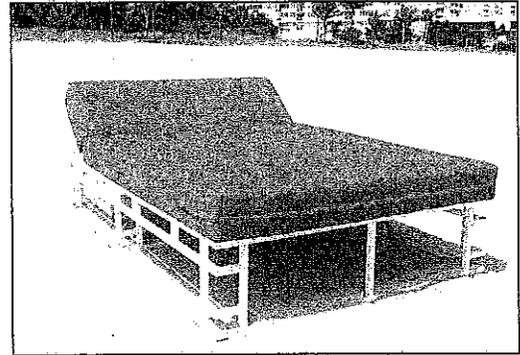
**Quantity:**



**Item: Day Bed**

**Description:** Aluminum Base 7' x 5-1/2' with an adjustable backrest multi-welded at stress points and treated with powder coated paint. An 8" inch pad is placed on top, which is made of durable Sunbrella fabric then covered with a toweling terry cloth cover.

**Quantity:**



**Public Rental Rates**

Chair.....	\$12.00
Umbrella.....	\$20.00
Windbreaker/Clamshell.....	\$15.00

***Luxury Oasis Section***

Luxury Chair.....	\$15.00
Umbrella.....	\$20.00
Windbreaker/Clamshell.....	\$15.00
Day Bed .....	\$40.00

Rates remain the same for full day, half day and any portion of a day.  
Prices are subject to change with city approval.

Boucher Brothers Beach Management also proposes other arrangements discussed in  
Variance 1 (next page)



*Star Diamond Award*

March 18, 2008

Mr. James Boucher  
Boucher Brothers Management, Inc.  
420 Lincoln Road, Suite 265  
Miami Beach, Florida 33139

Dear Mr. Boucher,

The American Academy is pleased to inform you that Boucher Brothers Management, Inc. has been selected for the fifth consecutive year to be the recipient of our coveted and prestigious International Five Star Diamond Award.

It gives us great pleasure to honor you and your entire staff at Boucher Brothers Management, Inc for your exceptional effort in enhancing the overall quality of commitment to hospitality and service.

We are proud to recognize the dedication of excellence maintained by your fine organization. These outstanding accomplishments enhance the representation of our hospitality industry worldwide.

The American Academy of Hospitality Sciences once again commends Boucher Brothers Management, Inc as being a most extraordinary organization in every aspect of its operation.

We wish you continued success.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph D. Cinque".

Joseph D. Cinque  
President, AAHS

The American Academy of Hospitality Sciences  
240 Central Park South New York NY 10019  
Tel: +1-212-582-5812  
Fax: +1-212-582-2969  
Email: [award@stardiamondaward.com](mailto:award@stardiamondaward.com)  
[www.stardiamondaward.com](http://www.stardiamondaward.com)

Worldwide: New York-Palm Beach-Côte d'Azur-Athens-Beijing



March 18, 2008

The Honorable Mayor Jim Naugle  
The Honorable Vice Mayor Carlton Moore  
The Honorable Commissioner Cindi Hutchinson  
The Honorable Commissioner Charlotte Rodstrom  
The Honorable Commissioner Christine Teele  
City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

To Whom It May Concern:

It is with great pleasure that I write this letter of recommendation on behalf of the Boucher Brothers. Several years ago, the City of Virginia Beach ended its long term relationship with a beach equipment rental company and established an open procurement process to select a new operator.

Several companies were interviewed; however, the Boucher Brothers were awarded the bid based upon their experience and reputation for providing quality service. The Boucher Brothers currently manage the two and half mile beach rental operation between April and October. They have made several rental equipment and service recommendations that have improved the overall experience of our visitors.

In addition, the Boucher Brothers have always responded in a timely manner to any customer issues. During the last three years their audited financial statements have shown an increase in sales each year.

I would highly recommend them to any municipal or private entity.

Sincerely,

Mike Eason  
Resort Administrator



# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

Office of the City Manager  
Tel: 305-673-7010, Fax: 305-673-7782

March 21, 2008

City Manager  
City of Fort Lauderdale  
100 N Andrews Ave  
Fort Lauderdale, FL 33301

**RE: BOUCHER BROTHERS MIAMI BEACH, LLC**

I am writing to you regarding Boucher Brothers Miami Beach, LLC (Boucher Brothers) who have served as the City's Beachfront Concessionaires since November 5, 2001. Pursuant to the adoption of Resolution 2001-24646, the Boucher Brothers have performed very well in the operation and management of the City's beachfront concessions on the beaches seaward of Lummus Park, Ocean Terrace and North Shore Open Space Park.

As the City's Concessionaires, the Boucher Brothers have provided consistent and excellent levels of service and customer satisfaction. They have been responsive to the City's requests and inquiries and have developed a good working relationship with the City's departments and oversight committees, as well as businesses on Ocean Drive and other organizations with community interests. As I am certain is the case in Fort Lauderdale, the beach is the City's premier natural resource, as well as an attraction for tourism, and the Boucher Brothers have been able to successfully balance the need for environmental concern with economic development.

As a constant presence on the beachfront, the Boucher Brothers have assisted the City by providing immediate communication of concerns related to life safety, illegal activity and special event coordination. I have direct oversight over the Office of Asset Management, which manages the Concession Agreement, and I personally meet with the Boucher Brothers on a quarterly basis to discuss their performance and issues relating to their Agreement. Overall, their performance has exceeded my expectations and they continue to demonstrate a willingness to partner with the City and offer quality services that are commensurate with a world class tourist environment.

Please feel free to contact me if I may be of further assistance with regard to the Boucher Brothers.

Sincerely,

Tim Hemstreet  
Assistant City Manager

TH/cg

*We are committed to providing excellent public service and safety to all who live, work, and play in our vibrant, tropical, historic community.*



**Sheraton Yankee Clipper Hotel**

1140 Seabreeze Boulevard  
Fort Lauderdale, Florida 33316

March 28, 2008

To Whom It May Concern:

I'd like to take this opportunity to give this letter of recommendation for the Boucher Brothers, our Pool and Beach Vendor at the Sheraton Yankee Clipper Hotel.

We have partnered with the Boucher Brothers for the last two years and have had excellent results from them. Their team is one of professional and courteous individuals who strive to take care of our guests. We know that we can rely on them for whatever comes our way for our guest on the Beach and our Pool Deck.

If you have any questions regarding their services, please feel free to let me know.

Regards,

A handwritten signature in cursive script that reads "Linda M. DeStasio".

Linda M. DeStasio  
Hotel Manager  
Sheraton Yankee Clipper Hotel

T 954 524 5551  
F 954 245 3899  
sheraton.com



**Sheraton Yankee Trader Hotel**

321 N. Fort Lauderdale Beach Blvd  
Fort Lauderdale, Florida 33304

March 28, 2008

To Whom It May Concern:

I'd like to take this opportunity to give this letter of recommendation for the Boucher Brothers, our Pool Vendor at the Sheraton Yankee Trader Hotel.

We have partnered with the Boucher Brothers for the last two years and have had excellent results from them. Their team is one of professional and courteous individuals who strive to take care of our guests. We know that we can rely on them for whatever comes our way for our guests while they enjoy the pool facilities.

If you have any questions regarding their services, please feel free to let me know.

Regards,

Jorge Madrigal  
Hotel Manager  
Sheraton Yankee Trader Hotel

# GOLD KEY | PHR

H O T E L S & R E S O R T S

March 18, 2008

City of Fort Lauderdale  
100 N Andrews Avenue  
Fort Lauderdale, FL 33301

To: Honorable Mayor Jim Naugle, Honorable Vice Mayor Carlton Moore, Honorable Commissioner Cindi Hutchinson, Honorable Commissioner Charlotte Rodstrom, Honorable Commissioner Christine Teele

I am writing this letter in reference to the outstanding performance my hotel company and the City of Virginia Beach has experienced as a result of the Boucher Brothers contract management of the Beach Services in Virginia Beach, Virginia. A few years ago, I traveled to Florida and was impressed by the services that the Boucher Brothers provided for the upper-tier hotels and the public beaches. So, upon my return, I was determined to convince the City of Virginia Beach that this type of service would enhance the guest experience and once again raise the bar on the expectations of the community. I recommended, supported and facilitated the hiring of the Boucher Brothers to transform the public beach area of the Virginia Beach Oceanfront.

Prior to the Boucher Brothers coming to Virginia Beach, Beach Services had remained unchanged for over forty years. The same operator held the franchise license during this entire period and, as a result, his investment in equipment (2 wooden chairs and an umbrella), personnel and services were both minimal and did not satisfy the market need or demand. In concordance with the development of high-quality hotels on Atlantic Avenue, the company has propelled and supported Virginia Beach to expect a higher level of service. The professional opportunity to have uniformed service, rent cabanas, lounge chairs, children's toys and equipment, drink/towel service and other amenities has allowed an enrichment of the guest experience, keeping guests coming back year after year. In addition, it entices Virginia Beach residents to further and more frequently enjoy "their" beach.

The Virginia Beach Oceanfront is indebted to the Boucher Brothers for bringing this unparalleled service and quality to our guests. Most recently, Virginia Beach was named the "Least Stressful Metropolitan City." We think the Boucher Brothers contributed to that recognition.

As a developer, resident and business owner, I believe and stand behind the Boucher Brothers for any market in which they desire to expand their operations.

Sincerely,

Bruce Thompson  
Chief Executive Officer  
Gold Key/PHR Hotels & Resorts

932 Laskin Road • Virginia Beach, Virginia 23451 • 757-491-3000 FAX: 757-437-8342



# Hilton

## Virginia Beach Oceanfront

March 18, 2008

City of Fort Lauderdale  
100 N Andrews Avenue  
Fort Lauderdale, FL 33301

To: Honorable Mayor Jim Naugle  
Honorable Vice Mayor Carlton Moore  
Honorable Commissioner Cindi Hutchinson  
Honorable Commissioner Charlotte Rodstrom  
Honorable Commissioner Christine Teele

As the newest luxury hotel in Virginia Beach, the Hilton Virginia Beach Oceanfront has already "raised the bar" for service since it's opening in 2005. Our partnership with the Boucher Brothers and Sunrise Beach Services has always been in the plan and has delivered.

It is apparent that this company has extensive hospitality experience, specifically in the luxury-level sector. The Boucher Brothers fully understand what a hotel guest desires in their vacation and how to incite their return to the Hilton Virginia Beach Oceanfront. Considering that our clients are exceptionally discerning, we often are wary of partnerships providing a service, for fear that the quality service level will not be maintained.

The Boucher Brothers have treated our investment as their own. Any service offered has been executed to the standards that we expect our own staff to uphold. We are thankful that they are part of our team at the Hilton Virginia Beach Oceanfront and intend to include them in our future, as we continue to change the face of Virginia Beach, VA.

Thank you,

A handwritten signature in cursive script, appearing to read 'Terry Lavey'.

Terry Lavey  
Managing Director  
Hilton Virginia Beach Oceanfront

3001 Atlantic Avenue • Virginia Beach, Virginia 23451 • 757-213-3002 FAX: 757-213-3019

# OCEAN BEACH CLUB

March 17, 2008

City of Fort Lauderdale  
100 N Andrews Avenue  
Fort Lauderdale, FL 33301

To: Honorable Mayor Jim Naugle  
Honorable Vice Mayor Carlton Moore  
Honorable Commissioner Cindi Hutchinson  
Honorable Commissioner Charlotte Rodstrom  
Honorable Commissioner Christine Teele

Since the opening of the Ocean Beach Club in Virginia Beach, I have been nothing but impressed with the Boucher Brothers. They quickly became a part of the family by providing top services like the cabanas, padded loungers and cool towels for our guests. In our mission to "raise the bar" at the Virginia Beach Oceanfront, the Boucher Brothers have been integral. To us, it is not just the services they provide, but the courtesy and friendliness by which the guests are served.

Several companies claim to bring more to the table in the area of hotel/resort guest service; the Boucher Brothers have followed through on their promises and exceeded the expectations of our staff and our guests. They have truly enriched the experience of those visiting the Virginia Beach Oceanfront.

We have just expanded the Ocean Beach Club by constructing an additional tower (to total 200+ five-star timeshare units). We are fully committed to continuing work with the Boucher Brothers. They have proven their commitment to the individual hotels and resorts and to the Virginia Beach Oceanfront as a whole.

Sincerely,



Skip Hammerman  
Resort Manager  
Ocean Beach Club

1601 Atlantic Avenue • Virginia Beach, Virginia 23451 • 757-213-5409 FAX: 757-213-7099

# BOARDWALK

RESORT HOTEL AND VILLAS

March 18, 2008

City of Fort Lauderdale  
100 N Andrews Avenue  
Fort Lauderdale, FL 33301

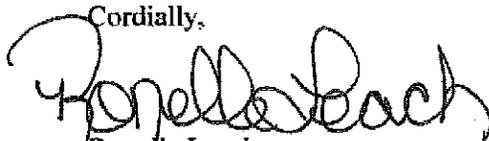
To: Honorable Mayor Jim Naugle  
Honorable Vice Mayor Carlton Moore  
Honorable Commissioner Cindi Hutchinson  
Honorable Commissioner Charlotte Rodstrom  
Honorable Commissioner Christine Teele

The Boardwalk Resort Hotel & Villas is located on the Virginia Beach Oceanfront and 16<sup>th</sup> Street. When our resort was built, the intention was to provide a top-quality timeshare resort with a full-service restaurant, concierge, indoor pool and many other amenities that, we believe, set us apart from the competition. Upon the opening of the resort, we fulfilled all of those intentions and expectations.

However, we did underestimate the amount of space needed to allow our guests to "spread out" and enjoy this luxurious experience. So, our guests spend a significant amount of time outside and, understandably, on the sand. The Boucher Brothers were an integral part in rounding out the guest experience. They provided something that we, solely, could not provide to the guest under our current business model.

By providing the toy and beach equipment rentals, the padded lounge chairs and cabanas, and even a bottled water or sunscreen for the entire family, the Boucher Brothers have really taken the Virginia Beach experience up a notch. We, at the Boardwalk Resort Hotel & Villas are able to focus on our property activities and amenities, knowing that the Boucher Brothers are taking care of our guest when they are on the sand. We appreciate the effort, energy and excellence in guest service that this company has provided.

Cordially,



Ronelle Leach  
Resort Manager  
Boardwalk Resort Hotel & Villas



**RAMADA**  
ON THE BEACH

March 14, 2008

City of Fort Lauderdale  
100 N Andrews Avenue  
Fort Lauderdale, FL 33301

To: Honorable Mayor Jim Naugle  
Honorable Vice Mayor Carlton Moore  
Honorable Commissioner Cindi Hutchinson  
Honorable Commissioner Charlotte Rodstrom  
Honorable Commissioner Christine Teele

The Ramada on the Beach in Virginia Beach, VA has been a staple in the community. Specifically in the area of group business and restaurant patrons, the Ramada has always been proud of the services and high-quality experience we provide. With the amazing growth in visitation and even building density, we realize that we still need to be set apart from competitors.

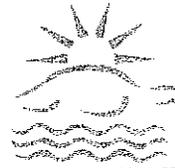
Recently, Virginia Beach was touted in the Guinness Book of World Records as the "World's Longest Pleasure Beach." Running more than 40 streets long, the Boucher Brothers have brought new amenities to the public beach without sacrificing the quality at each individual resorts. The Boucher Brothers treat each client as if they are their only one. In this time of increased visitation, it is easy to compromise service levels to increase client bases or revenue streams. The Boucher Brothers actively analyze each situation to ensure top service is given to each hotel guest or beachgoer.

We thank the Boucher Brothers for expanding their client base, while still treating each and every guest like a VIP.

Sincerely,



Bob Von Esmarch  
General Manager  
Ramada on the Beach



# TURTLE CAY RESORT

March 20, 2008

City of Fort Lauderdale  
100 N Andrews Avenue  
Fort Lauderdale, FL 33301

To: Honorable Mayor Jim Naugle  
Honorable Vice Mayor Carlton Moore  
Honorable Commissioner Cindi Hutchinson  
Honorable Commissioner Charlotte Rodstrom  
Honorable Commissioner Christine Teele

My name is Ben Soto and I am the Vice President of Resort Operations presiding over Turtle Cay Resort in Virginia Beach, Virginia. I have been at the Turtle Cay for just over a year now, but have already seen how the Boucher Brothers have impacted the business.

My resort is in a unique situation because it is on Atlantic Avenue, but is not oceanfront. We have a wonderful pool and many other amenities, but no balconies facing the ocean. So, in order for my guests to get out on the beach, they have to walk a short distance. Though many people believe it's "worth the walk," when they choose our resort, it still is occasionally inconvenient.

The Boucher Brothers provide top-quality service to the guest, but more importantly, they are always fully stocked with anything that they might forget! Oftentimes, it is disheartening to reach the beach for the first time and realize that your trusty sun block and People Magazine is left back in the room. Instead of putting all clothing on and sometimes dragging the kids back, the Boucher Brothers are happy to provide you with the supplies you need to keep your time at the beach comfortable, convenient, and fun. The Turtle Cay Resort always appreciates the work the Boucher Brothers do and will continue to promote their services on the Virginia Beach Oceanfront.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Soto", is written over a circular stamp that also contains the name "Ben Soto".

Vice President of Resort Operations  
Turtle Cay Resort

600 Atlantic Avenue • Virginia Beach, Virginia 23451 • 757-222-3303 FAX: 757-437-9104

# beach quarters

March 19, 2008

City of Fort Lauderdale  
100 N Andrews Avenue  
Fort Lauderdale, FL 33301

To: Honorable Mayor Jim Naugle  
Honorable Vice Mayor Carlton Moore  
Honorable Commissioner Cindi Hutchinson  
Honorable Commissioner Charlotte Rodstrom  
Honorable Commissioner Christine Teele

The Beach Quarters Clarion Resort has been in operation for many years. In addition, the resort has more amenities than any other resort on the Oceanfront. From a sauna and hot tub to a full activities area w/ tennis courts and a rooftop pool, there is always plenty to do.

Adding value to our resort, the Boucher Brothers have incorporated even more amenities and luxuries that help our resort guests have a vacation that is unequivocally the best they've ever had.

Though we feel like, individually, that we offer enough to have a substantial return percentage, the Boucher Brothers have certainly increased the guest satisfaction at our property. In addition, because we have a personal relationship with those who actually perform the services on the beach, we have a considerable comfort level and an environment of teamwork that is unparalleled in any other place that I have worked and managed. They are truly an asset to Virginia Beach, Virginia.

Sincerely,



Clay Rice  
Resort Manager  
Beach Quarters Clarion Resort

501 Atlantic Avenue • Virginia Beach, Virginia 23451 • 757-222-3334 FAX: 757-491-2379



The  
Dolphin Inn

March 13, 2008

City of Fort Lauderdale  
100 N Andrews Avenue  
Fort Lauderdale, FL 33301

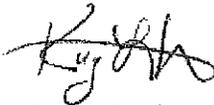
To: Honorable Mayor Jim Naugle  
Honorable Vice Mayor Carlton Moore  
Honorable Commissioner Cindi Hutchinson  
Honorable Commissioner Charlotte Rodstrom  
Honorable Commissioner Christine Teele

The Virginia Beach Oceanfront area is quickly expanding. To date, the Dolphin Inn has been known as a "boutique" independent hotel property that pays specific attention to each guest. Having only 55 rooms, it's not too difficult to know your returning guests by name. Our guests, particularly, are expecting certain luxuries that are not found at certain flagship hotels and resorts.

So, we are then held to a higher standard. The Boucher Brothers have allowed that luxury to extend out to the beachfront where our guests gather. Because we offer in inside the walls and the Boucher Brothers cover the beach, together we are creating the memories for these guests, families, and friends to continue to vacation here and become part of our loyalty base.

The Boucher Brothers have supported us in our mission to bring personal, five-star service to our guests on the Virginia Beach Oceanfront. This is a team effort that has proven successful over the past several years.

Sincerely,



Kelly Byrd  
General Manager  
Dolphin Inn

1705 Atlantic Avenue • Virginia Beach, Virginia 23451 • 757-491-1420 FAX: 757-425-8390

Ocean Drive Improvement Association  
804 Ocean Drive  
Tel. 305 531-4411 Miami Beach, Florida 33139 Fax 305 673-3106

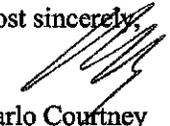
March 26, 2008

Re: Boucher Brothers Beach Services

Please be advised that the Boucher Brothers organization has been operating at Lummus Park Beach in our Historic Miami Beach neighborhood for seven years.

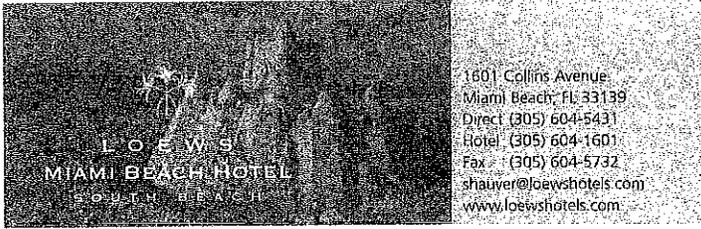
Their organization from top to bottom is highly professional and the Ocean Drive Association is always reminded of the great service provided to residents, hotel guests and visitors to our area. Boucher Brothers staff always goes above and beyond when it comes to keeping our beach clean and working closely with hotels and businesses in the neighborhood.

Most sincerely,



Marlo Courtney

Ocean Drive Improvement Association



Shawn C. Hauver  
Managing Director

March 24, 2008

The Honorable Mayor Jim Naugle  
 The Honorable Vice Mayor Carlton Moore  
 The Honorable Commissioner Cindi Hutchinson  
 The Honorable Commissioner Charlotte Rodstrom  
 The Honorable Commissioner Christine Teele  
 City of Fort Lauderdale  
 100 N. Andrews Avenue  
 Fort Lauderdale, FL 33301

I understand that you have met with the Boucher Brothers and are considering their services.

We have worked with Jim, Michael, Perry and Steve and their team for the past 10 years, and it is our pleasure to recommend them. Both professional and thorough, the Boucher Brothers have been an invaluable asset to our hotel and guests. At opening, they met with many challenges and surpassed them all to institute a high quality operation for our hotel, while keeping their word and accomplishing all that they had promised to offer, while producing a consistent revenue stream for the hotel.

Our hotel is frequently the location of some of the largest meetings on Miami Beach, and their dedication in catering to such a large and eclectic group of guests, housed in our 800 rooms, has always proven to be both responsive and competent.

If you need any further information, please feel free to contact me.

Sincerely,

  
 Shawn Hauver

/mbr

- Annapolis
- Denver
- Los Angeles
- Miami Beach
- Montréal
- Nashville
- New Orleans
- New York City
- Orlando
- Philadelphia
- Québec City
- San Diego
- Tucson
- Washington DC



ACQUALINA

March 21, 2008

To Whom It May Concern:

RE: Boucher Brothers Management, Inc.

I had the opportunity to work with Boucher Brothers Management with respect to their services, their integrity and the value that Boucher Brothers has brought in terms of profit and customer service.

From all accounts the owners have been very pleased with the professionalism and the outstanding quality of service they have provided to us.

I would indeed recommend Michael Boucher and his firm to any prospective client.

Sincerely,



Sase Gjersoyski  
Resort Manager



March 20, 2008

To Whom It May Concern:

Please consider this letter a full and complete endorsement and letter of recommendation for the beach services provided by Boucher Brothers Management, Inc. Prior to entering a service agreement with Boucher Brothers Management in December 2007, the Doubletree Ocean Point Resort and Spa had been utilizing the services of another beach service company. Frequently my day was interrupted by having to deal with issues relating to poor or rude experiences as related by our guests regarding the staff of the beach service.

Thankfully, we decided to end that arrangement and from the moment that I contacted Mr. Michael Boucher, I have been impressed by the professional caliber and commitment to quality of the entire Boucher Brothers organization.

Without fail, each day his staff has reliably provided an exceptional beach experience through their hard work, willingness to provide assistance and their friendly demeanor. They have mastered the art of hospitality and have proven to be a tremendous asset to our guest experience and a significant upgrade over the previous service, as our repeat guests regularly let me know.

It is with full confidence that I am able to wholeheartedly support Boucher Brothers Management in their endeavors to grow their business.

Should you have any questions regarding this letter or if I might provide any further information regarding the extraordinary abilities of Boucher Brothers Management, please feel free to contact me at your convenience.

Thank you for your attention to this matter.

Sincere regards,

Chris Lafontaine  
Director of Operations  
Doubletree Ocean Point Resort and Spa  
17375 Collins Avenue  
Sunny Isles Beach, FL 33160  
(786) 528-2518



Official Sponsor of the U.S. Olympic Team



17375 Collins Ave., Sunny Isles Beach, FL 33160  
Toll Free: 1 866 OCEANPT Direct Line: 786 528 2500  
Fax: 786 528 2536  
www.oceanpointresort.com  
Reservations: www.doubletree.com or 1-800-222-TREE



**Pelican**  
miami**beach**

March 21, 2008

To Whom It May Concern:

Boucher Brothers Management, Inc. is the company that provides beach services for our guests that stay in our hotel. They provide the chairs and umbrellas on the beach and any type of beach activity that our guests would like to enjoy while staying in Miami Beach.

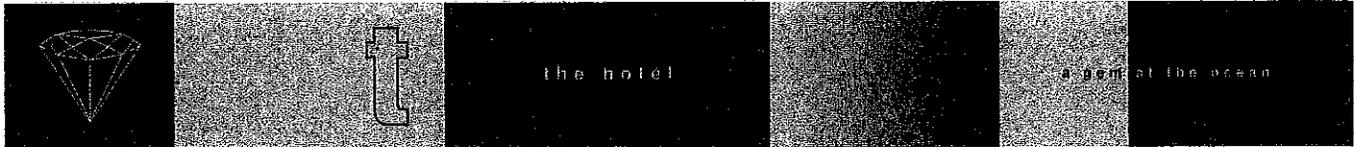
This company has been with us from the beginning of our opening in 1994. We rely on their professionalism and integrity to represent our hotel, The Pelican. I would highly recommend this company to represent any hotel looking for high level of services for their guests. We appreciate Boucher Brothers Management in terms of helping us with customer service and profit for our business.

Please don't hesitate to call with any questions or concerns you may have.

Thank you,

Michele Merlo CEO  
Pelican On Ocean Inc.

826 ocean drive, miami beach, FL 33139 usa  
phone 305 673 3373 fax 305 673 3255  
[www.pelicanhotel.com](http://www.pelicanhotel.com)



The Honorable Mayor Jim Naugle  
 City of Fort Lauderdale  
 100 N. Andrews Avenue  
 Fort Lauderdale, FL 33301

March 26, 2008

Dear Mayor Naugle,

"The Hotel" has been relying upon the "Boucher Brothers" services for several years with very positive results. Our guests have consistently offered great praises regarding the treatment received at "the beach" and the convenience of the services provided.

The quality of our guests experience is paramount in order to fulfill our hospitality promise and the Boucher Brothers have demonstrated to be prepared and adequately equipped to successfully complete this task of high importance not only to our organization, but to the Community at large.

Respectfully

Daniele S. Lomoriello, CHA  
 Managing Director Hotels  
 Goldman Properties

Cc: The Honorable Vice Mayor Carlton Moore  
 The Honorable Commissioner Cindi Hutchinson  
 The Honorable Commissioner Charlotte Rodstrom  
 The Honorable Commissioner Christine Teele

801 collins avenue miami beach florida 33139 telephone 305 531 2222 fax 305 531 3222  
 e-mail: info@thehotelsouthbeach.com website address: http://thehotelsouthbeach.com

640 OCEAN DRIVE  
MIAMI BEACH  
FLORIDA 33139  
THEPARKCENTRAL.COM



**THE PARK CENTRAL**  
MIAMI BEACH

PHONE 305 538 1611  
RESV. 1 800 727 5236  
FAX 305 534 7520  
GOLDMANPROPERTIES.COM

The Honorable Mayor Jim Naugle  
City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

March 26, 2008

Dear Mayor Naugle,

Over the past five years we have come to appreciate the services provided to our hotel guests by the "Boucher Brothers".

The intimate environment of our facility allows for endless opportunities for guest interactions. It has been very comforting receiving, on a regular basis, complimentary comments regarding the beach experience and the great value that it offers.

It has also been our observation that the level of cleanliness, overall organization and collaborative spirit has improved dramatically since the Boucher Brothers have been operating.

Ensuring a quality experience for the many visitors and residents frequenting our beaches is of the utmost importance to our businesses as well as our wonderful destination. The Boucher Brothers have been an integral part of this process and have proven to have the desire and the capabilities necessary to succeed.

Sincerely



Daniele S. Lomoriello, CHA  
Managing Director Hotels  
Goldman Properties

Cc: The Honorable Vice Mayor Carlton Moore  
The Honorable Commissioner Cindi Hutchinson  
The Honorable Commissioner Charlotte Rodstrom  
The Honorable Commissioner Christine Teele





**Special Olympics**  
**Florida**  
**Miami-Dade County**

March 26, 2008

To Whom It May Concern:

It is my pleasure to recommend Boucher Brothers Management regarding any proposal this community minded company is submitting.

As a long-time resident of Miami Beach, I have seen first-hand how the beautiful beach areas of South Beach have become enhanced with all of the amenities that the Boucher Brothers offer to those in need of chairs, umbrellas, food, and fun.

As Executive Director of Special Olympics Miami-Dade County, I have seen first-hand the care that this company places in their community. This comes from personal conversations that have revealed the small gestures to individuals in need that nobody ever hears about. It also comes from the annual financial support and personal involvement that Boucher Brothers Management provides to our program and the 3,000 intellectually disabled athletes we serve.

This year Michael Boucher, along with his wife Heather, is co-chairing our annual Inspire Greatness Awards gala, our largest fundraising event of the year. When asked to chair, there was not a question of what was involved, just a sincere answer yes.

I would be happy to further discuss the integrity of this company. I know that a relationship with Boucher Brothers Management will exceed expectations. They have exceeded mine to the benefit of those we serve.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark E. Thompson', written over a horizontal line.

Mark E. Thompson  
Executive Director

**THE WESTIN DIPLOMAT**  
RESORT & SPA  
Hollywood, Florida

March 24, 2008

*Letter of Recommendation*  
*Boucher Brothers Management, Inc.*

I would like to take this opportunity to recommend an important preferred provider, Boucher Brothers, who actually functions as a partner with us at The Westin Diplomat Resort & Spa. The Boucher Brothers have been handling our Beach services and activities since June 2007.

The Boucher Brothers and staff share our Diplomat tradition and take great pride in offering the highest levels of service to both our transient and group guests that visit our Resort. The Boucher Brothers staff works alongside with our Managers and Pool Ambassadors to provide excellent service to our guest.

Please do not hesitate to contact me personally in the event you would like any additional information that might assist you with your determination regarding selecting a preferred provider.

Sincerely,



Mark Kukulski  
General Manager  
The Westin Diplomat Resort & Spa  
The Diplomat Golf Resort & Spa

MMK/lms

EXECUTIVE OFFICE  
3555 SOUTH OCEAN DRIVE, HOLLYWOOD, FL 33019  
TEL: (954) 602-6000 FAX: (954) 602-8251  
VISIT [WWW.DIPLOMATRESORT.COM](http://WWW.DIPLOMATRESORT.COM) OR CALL 1-800-WESTIN-1



March 18, 2008

To Whom It May Concern:

I am pleased to write this letter of recommendation on behalf of Boucher Brothers Management. We have had the good fortune of working with the Brothers and their staff for 2 years and their service is invaluable to our hotel. Their 20 years of experience in the hotel and beach service industry sets them apart from the rest. Their professionalism and experience is apparent in the way they service our guests and tourists, as well as in their ability to drive revenue. Every year the Boucher Brothers set out to exceed the previous year's revenue totals and so far they have been successful at achieving this goal. They are very creative and have implemented up-selling opportunities such as the Luxury Sections, Sun Care products, Children's Play Area, Corporate Teambuilding, etc.

The Boucher Brothers are business savvy and have tremendous work ethics, which they pass down to their staff of professionals through customer service geared training. They pay great attention to detail and have efficient policies and procedures, which allows us to have a blended service transition from the hotel to the beach. Their Cash Handling Procedures allow them to handle large amounts of cash with minimal or no loss due to theft or mishandling, and this has led to noticeable financial success for our property. Additionally, I would like to point out that their Financial Statements are comprehensive and impeccable.

The Boucher Brothers have a hands-on approach to running their business and this has been priceless to us, as they are always available personally when we have needed their attention. It is a great pleasure to do business with them. It would be difficult to get by without their staff and the important service they offer. I highly recommend Boucher Brothers Management to any establishment Should you have any questions regarding this letter please do not hesitate to contact me.

Sincerely,

Patrick Goddard, CHA  
General Manager, the Savoy Hotel  
President & Managing Director, Ocean Blue Hospitality LLC.

[www.savoymiami.com](http://www.savoymiami.com)  
[www.ohospitality.com](http://www.ohospitality.com)



January 18, 2011

To whom it may concern

This will acknowledge that Boucher Brothers Management Inc. has had a concession agreement with The Ritz-Carlton, South Beach since December 2003 for the operation of our beach and water sports.

We have had a professional and cooperative relationship from the beginning and have found their organization to be helpful with our Ritz-Carlton clientele and all employees have conducted themselves in a 5 star manner. They are very reliable, extremely ethical, and very easy to work. We have also received many favorable guest comments regarding their services.

I have no problem in highly recommending Boucher Brothers Management to any prospective hotel looking for assistance with their beach programs.

Please feel free to call me if you have any questions.

Sincerely,

Timur Senturk  
General Manager



ONE LINCOLN ROAD, MIAMI BEACH, FLORIDA 33139 • (786) 276-4000



FONTAINEBLEAU MIAMI BEACH  
305 538 2000  
4441 COLLINS AVENUE  
MIAMI BEACH FL 33140  
FONTAINEBLEAU.COM

January 18, 2011

To Whom It May Concern:

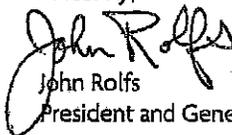
This letter is to express how pleased we here at Fontainebleau have been, and continue to be, with the services provided by Boucher Brothers Management.

Boucher Brothers Management is in its thirteenth year of providing comprehensive waterfront services to Fontainebleau's guests, including beach chair and umbrella rental and setup, food service, and on-the-water activities such as waverunner rentals and tours, banana boat rides, and parasailing. Their staff exemplifies the Fontainebleau fundamental of treating our guests with warmth and friendliness, and they are unfailingly upbeat and presentable.

The Boucher Brothers management/administrative team is wonderful to work with. They visit regularly to make sure operations are running smoothly, and we always look forward to seeing them, even if it's just to say "hello." They operate with integrity and have been excellent partners for Fontainebleau.

It gives me great pleasure to recommend Boucher Brothers Management for all of your waterfront recreational needs.

Sincerely,

  
John Rolfs  
President and General Manager



January 13<sup>th</sup>, 2011

Boucher Brothers Management, Inc.  
420 Lincoln Road, Suite 265  
Miami Beach, FL 33139

To Whom It May Concern:

On behalf of Marriott South Beach, I would like to recommend the services of Boucher Brothers Management for beach and pool operations. The Boucher Brothers have been working with us since opening in 2000. They have been a committed partner to our operation since then.

Please allow me to stress the excellent service and integrity the Boucher Brothers have brought to Marriott South Beach. In terms of customer service, I have to highlight their attention to detail and their follow up above all.

I highly recommend Boucher Brothers Management, and am confident in saying you will be more than pleased with their services.

If there is anything further you would like to discuss, please do not hesitate to contact me personally, at (786) 276- 2004.

Sincerely,

A handwritten signature in black ink, appearing to read "Sam Crooke". The signature is stylized and written over a light background.

Sam Crooke  
General Manager  
Marriott South Beach

w south beach  
2201 collins avenue  
miami beach, florida 33139  
305 938 3000

EXPLORE WHHOTELS.COM



January 13, 2011

To Whom It May Concern:

It gives me great pleasure to recommend Boucher Brothers Management, who is currently our WET and Beach operator.

Boucher Brothers has been with the W South Beach since its pre and post opening and has been a key contributor to the success of our WET and Beach area. Always professional, upbeat and courteous, the Boucher Brothers staff has greeted countless numbers of guests with a smile and great efficiency. They are liked and respected by all their colleagues.

Steven Boucher is always available with an open ear and we can count on him for anything we need. He communicates effectively as the liaison between W South Beach and his staff. Him and his staff always have a "take charge" attitude and it is contagious amongst others.

We highly encourage any hotel or venue wishing to utilize any pool, beach, or water sport activities to partner with Boucher Brothers.

Best Regards,

A handwritten signature in black ink, appearing to read 'Albert L. Mertz'.

Albert L. Mertz  
Hotel Manager

# DELANO

January 13, 2011

To Whom It May Concern;

Boucher Brothers Management has been managing the Delano pool and beach operations since 1997. They also oversee our beach and pool operation at The Shore Club and our newest property the Mondrian. Boucher Brothers Management has been an incredible asset and business partner in that time and has helped to maintain the integrity of the pool and beach experience. We would highly recommend Boucher Brothers Management as a business partner with your organization and are confident that they will bring the same level of professionalism and partnership to your organization.

Should you have specific question about Boucher Brothers Management, please do not hesitate to contact me directly.

All the best,



JP Oliver  
Regional Vice President  
General Manager Delano

A MORGANS HOTEL  
1685 COLLINS AVENUE MIAMI BEACH FL 33139 PHONE 305 672 2000 FAX 305 532 0099  
MORGANSHOTELGROUP.COM



January 18, 2011

To Whom It May Concern:

In my position as President/CEO of the Greater Miami & The Beaches Hotel Association I am writing this letter of recommendation on behalf of Boucher Brothers Management. Their involvement on a philanthropic and executive level throughout the last 18 years has been exceptional and most valuable. They have grown in the industry by means of slowly and steadily gaining the trust and respect of prominent hoteliers, local business owners, and leaders of vital community organization. Their extraordinary service and invaluable experience has afforded them the opportunity to venture from private clients (hotels and condominiums) to public clients (cities of Miami Beach and Virginia Beach, V.A).

Throughout the past 20 years the GMBHA has personally recommended and introduced the Boucher Brothers to several hotel owners and General Managers that have utilized (and continue to utilize) their pool/beach service with complete satisfaction. Their dedication, attention to detail, and hands on approach to their business has made all the difference between them and their predecessors. Tourists and locals are tended to and enjoy the beach in a comfortable, clean, and well-managed manner environment. Whether beach patrons are hotel guests or not, they are treated with unprecedented personal service. The City of Miami Beach has benefited greatly from Boucher Brother Services.

I am proud to be amongst the advocates of this fine company. Jim Boucher has been a member of GMBHA Board for many years and he and his brothers support our associations mission to unify our industry countrywide and provide and enhance visitor experience.

If I may be of additional service in providing information about Boucher Brothers Management please do not hesitate to contact me.

Sincerely,

Wendy E. Kallergis  
President/CEO



## The Merriweather Resort

October 15, 2011

Mayor Jack Sieler  
City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale FL 33301

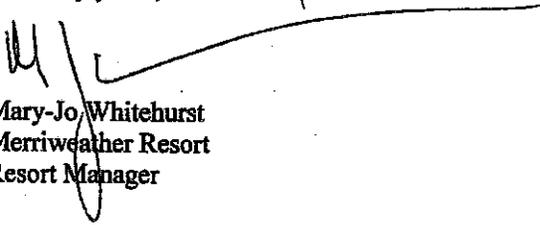
Dear Mayor Jack Seiler:

I, Mary-Jo Whitehurst, Resort Manager, of the Merriweather Resort, know and have been doing business with the Perry family for 25 years. I have found that Charlie Perry to be very concerned about our beach and that they provide a high level of service to my guests, residents and visitors alike.

I strongly urge you to award your beach concession contract to Boucher Brothers Beach Management so that the City of Fort Lauderdale can continue to have a reliable, courteous and dependable beach service that we have relied on in the past and can continue do to so in the future.

Please contact me with any questions.

Sincerely yours,



Mary-Jo Whitehurst  
Merriweather Resort  
Resort Manager

954.462.5356 • fax 954.462.8365 • e-mail: mwftlaud@bellsouth.net  
115 Fort Lauderdale Beach Boulevard • Fort Lauderdale • FL 33304

***Silver Seas Beach Club***

*101 N. Fort Lauderdale Beach Blvd.  
Fort Lauderdale, Florida 33304*

October 15, 2011

Mayor Jack Seiler  
City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale FL 33301

Dear Mayor Jack Seiler:

As a concerned resident of the City of Fort Lauderdale and General Manager of a Ft. Lauderdale Resort, I am writing to ask your consideration for retaining Boucher Brothers Beach Management's contract. We have known Charlie Perry for approximately 20 years and have observed them treat their customers with the utmost respect and hospitality. I know that when I send my guests and owners from my resort to Charlie's company they will be well taken care of and receive great service and attention.

The beach service's operation is highly important to my resort and Charlie Perry runs this service on the beach with high regard for the City as well as its tourists. His company has gone beyond call of duty and there is no substitution for this great success.

Please do not hesitate to call me if I can provide you with any further information

Yours truly,

Anthony Esposito  
Silver Seas Beach Club  
Resort Manager



# City of Virginia Beach

VBgov.com

STRATEGIC GROWTH AREA  
RESORT MANAGEMENT, SPECIAL EVENTS AND PARKING MANAGEMENT  
(757)-385-4800  
FAX (757) 422-3888  
TTY: 711

TOWNE BANK BUILDING  
2101 PARKS AVENUE, SUITE 502  
VIRGINIA BEACH, VA 23451

November 1, 2011

The Honorable Mayor John P. "Jack" Seiler  
The Honorable Vice Mayor Bobby B. DuBose  
The Honorable Commissioner Bruce G. Roberts  
The Honorable Commissioner Charlotte E. Rodstrom  
The Honorable Commissioner Romney Rogers  
City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

Dear Honorable Mayor and Commissioners:

It is with great pleasure that I write this letter of recommendation on behalf of the Boucher Brothers.

They are currently under their second five-year franchise with the City of Virginia Beach. The Boucher Brothers were awarded the franchise based upon their experience and reputation for providing quality service. They currently manage the two and half mile beach rental operation between April and October. Because of several rental equipment and service recommendations the overall experience of our visitors has improved.

In addition, the Boucher Brothers have always responded in a timely manner to any customer issues. During the last six years their audited financial statements have shown an increase in sales each year.

I would highly recommend them to any municipal or private entity.

Sincerely,

W. Michael Eason  
Resort Administrator

WME/abb



**MIAMI BEACH**  
CHAMBER OF COMMERCE

November 15, 2011

To Whom It May Concern,

The Miami Beach Chamber of Commerce is very pleased to support the efforts of the Boucher Brothers Management, Inc. and attest to the excellence in their professional services and performance.

They have been longstanding members of the Chamber, served in leadership roles, and have contributed to the efforts of the Chamber through donations of time and services to further its mission. More specifically they have been the primary force behind the major efforts supporting the Chamber's Education Foundation which directly supports the International Baccalaureate program of Miami Beach High School.

Their work with the beachfront Hotels and the City beachfront concessions has been more than a business venture. The Boucher Brothers have been responsible for maintaining our biggest asset, our beach, in a safe and clean manner. They consistently participate in the efforts of the City to find ways to bring attention to maintenance efforts and work with all initiatives to service the stakeholders whether they are the local residents, hotels or special events.

I personally have supervised their work in my previous role of Asset Manager for the City of Miami Beach where I managed the contract they hold with the City. During that time the Boucher Brothers proved themselves to be invested partners in their business ventures rather than contracted vendors.

We consider the Boucher Brothers to be highly regarded partners in the City of Miami Beach and would recommend them without reservation in any venture they pursue.

Sincerely,

Ana Cecilia Velasco  
Chief Operating Officer  
Miami Beach Chamber of Commerce

**2011-2012**

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Slevan Pardo, Pardo and Gainsburg, P.A.  
Jay Parker, Esq, Clear Title Group  
Fatma Perez, Akerman Senterfitt  
Dr. Brian Shriner, Dean of Hospitality and Tourism, FIU  
Cliff Schulman, Weiss Serota Helfman, P.A.  
David Sigauw, Edan Roc Renaissance Resort & Spa  
Steven D. Sonnenreich, Mount Sinai Medical Center  
Jason Starkman, Epicure Market  
David Tornek, Meat Market  
Lyle Stern, Konlver Stern Group  
Joshua Wallack, Mango's Tropical Cafe

**CORPORATE EMERITUS**

Jorge Gonzalez, City National Bank of Florida  
Maria Johnston, AT&T Florida  
Aletha Player, Florida Power and Light  
Steven D. Sonnenreich, Mount Sinai Medical Center

March 25, 2008

TO WHOM IT MAY CONCERN:

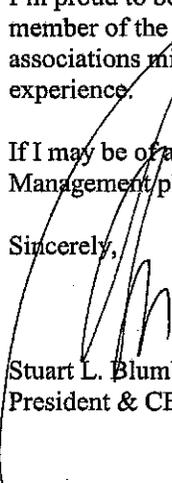
In my position as President/CEO of The Greater Miami & The Beaches Hotel Association I'm writing this letter of recommendation on behalf of Boucher Brothers Management. I have personally known Jim, Michael, Perry and Steven Boucher since the inception of their business nearly 20 years ago. I have watched them grow in the industry by means of slowly and steadily gaining the trust and respect of prominent hoteliers, local business owners, and leaders of vital community organizations. Their extraordinary service and invaluable experience has afforded them the opportunity to venture from private clients (hotels and condominiums) to public clients (cities of Miami Beach and Virginia Beach, VA.).

Throughout the past 20 years I have personally recommended and introduced the Boucher Brothers to several hotel owners and General Managers that have utilized (and continue to utilize) their pool/beach service with complete satisfaction. Their dedication, attention to detail, and hands on approach to their business has made all the difference between them and their predecessors. Tourists and locals are tended to and enjoy the beach in a comfortable, clean, and well-managed environment. Whether beach patrons are hotel guests or not, they are treated with unprecedented personal service. The City of Miami Beach has benefited greatly from the Boucher Brothers services.

I'm proud to be amongst the advocates of this fine company. Jim Boucher has been a member of the GMBHA Board for many years and he and his brothers support our associations mission to unify our industry countrywide and provide an enhanced visitor experience.

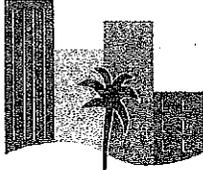
If I may be of additional service in providing information about Boucher Brothers Management please do not hesitate to contact me.

Sincerely,

  
Stuart L. Blumberg  
President & CEO

**Greater Miami & The Beaches**  
**HOTELASSOCIATION**

407 LINCOLN ROAD, SUITE 10G, MIAMI BEACH, FLORIDA 33139  
(305) 531-3553 (800) SEE-MIAMI (800) 531-3553 (305) 531-8954 FAX  
<http://www.gmbha.org> e-mail: [hotelier@msn.com](mailto:hotelier@msn.com)



GREATER FORT LAUDERDALE  
CHAMBER OF COMMERCE

SINCE 1910 501 NE 3rd Avenue, Fort Lauderdale, Florida 33301 • 954 462 8000 • Fax: 954 527 3700 • www.ftlchamber.com

November 16, 2011

To Whom It May Concern:

The Greater Fort Lauderdale Chamber of Commerce is pleased to support the efforts of the Boucher Brothers Management, and can attest first hand to the fine customer service this company provides on the beach.

We have seen a dramatic improvement to beach amenities and this service should continue with the Boucher Brothers.

We can also share with you that the Boucher Brothers have been and continue to be active Trustee members of the Chamber, contributing annually to our golf tournament and making it a huge success.

We consider the Boucher Brothers to be highly regarded partners in the City of Fort Lauderdale and wholeheartedly recommend they continue to provide a quality experience on the Fort Lauderdale beachfront.

Sincerely,

Daniel H. Lindblade, CAE  
President and CEO



November 16, 2011

To whom it may concern,

I am writing this letter in support of the Boucher Brothers Management (BBM).

The BBM and ECOMB have been active partners on a variety of community environmental projects for the last 10 years. Their staff have willingly given both time and money to contribute to the success of promoting the preservation of our local environment, such as protecting and preserving our beaches: one of Miami-Dade County most valuable resources.

Examples of their support includes providing t-shirts, raffle prizes and logistical support for our annual Big Sweep Beach Cleanup Competition; assisting in brokering a sponsorship agreement with a local hotel towards towards the conservation of the Flagler Monument Island; and sponsoring three litter bins as part of our Eco Art Gallery By The Sea Campaign – a litter prevention campaign fusing arts and the environment.

I thank the Boucher Brothers Management for their past and on-going support and have no hesitation in confirming that the BBM is a forward thinking community-oriented company that understands the importance of our ecological systems and environment.

If I can be of further assistance please do not hesitate to contact me.

Sincerely

Luiz Rodrigues  
Executive Director  
ECOMB

210 Second Street  
Miami Beach, FL 33139  
T. 305.534.3825 | M. 786.853.1855  
[luiz@ecomb.org](mailto:luiz@ecomb.org) | [www.ecomb.org](http://www.ecomb.org)

ECOMB is a Florida 501 (c)3 not-for-profit volunteer-based corporation founded in 1994 in the City of Miami Beach. The organization is dedicated to educating Miami-Dade County's residents and visitors to adopt responsible environmental behaviors and to raising their awareness to our surrounding ecosystems.

ECOMB • Environmental Coalition of Miami & the Beaches • 210 Second Street • Miami Beach • Florida • 33139  
Telephone: 305.534.3825 • Fax: 208.979.2806 • E-mail: [ecomb@ecomb.org](mailto:ecomb@ecomb.org)



PROFESSIONAL HOSPITALITY RESOURCES

November 18, 2011

City of Fort Lauderdale  
100 N Andrews Avenue  
Fort Lauderdale, FL 33301

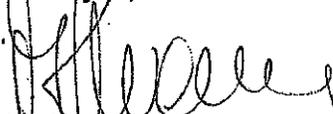
To: Mayor John P. "Jack" Seiler  
Honorable Commissioner Bruce G. Roberts  
Honorable Commissioner Charlotte E. Rodstrom  
Honorable Commissioner Bobby B. DuBose  
Honorable Commissioner Romney Rogers

Located on premium oceanfront properties, the Ramada on the Beach, as well as the Hilton Virginia Beach Oceanfront have enjoyed a prosperous working relationship with the Boucher Brothers and Sunrise Beach Services.

With the beach being a primary attraction, we have worked with this company to create a special hospitality experience, specifically in the luxury-level sector. The Boucher Brothers fully understand what a hotel guest desires in their vacation and how to incite their return to our properties.

The Boucher Brothers have treated our investment as their own. Any service offered has been executed to the standards that we expect our own staff to uphold. We are thankful that they are part of our team at the Hilton Virginia Beach Oceanfront and the Ramada on the Beach and intend to include them in our future, as we continue to change the face of Virginia Beach, VA.

Thank you,



Axel Suray  
Vice President of Operations  
Professional Hospitality Resources, Inc.

932 Laskin Road • Virginia Beach, Virginia 23451 • 757-491-3000

**Miami Beach City Manager Letter to Commission****CITY OF MIAMI BEACH  
Office of the City Manager  
Letter to Commission No. 34-2003**

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** February 4, 2003

**From:** Jorge M. Gonzalez  
City Manager

A handwritten signature in black ink, appearing to read "Jorge", written over the printed name of the City Manager.

**Subject:** Boucher Brothers Miami Beach LLC Initial Contract Year Revenue Summary

On October 17, 2001, the Mayor and City Commission adopted Resolution 2001-24646, approving a Concession Agreement between the City of Miami Beach and Boucher Brothers Miami Beach, LLC (Boucher Brothers) for the operation and management of beachfront concessions on the beaches seaward of Lummus Park, Ocean Terrace, and North Shore Open Space Park. The Concession Agreement commenced on November 5, 2001.

Concession operations permitted include sale of food (no cooking and/or heating) and beverage, rental of lounge chairs and umbrellas and watersport rentals (e.g. wave runners).

As requested by Commissioner Garcia, and the Mayor and City Commission, at the December 11, 2002, City Commission meeting, attached is the preliminary first year revenue summary based on amounts submitted by Boucher Brothers. Said revenue summary includes a comparison with the previous concession operator, Penrod Brothers, Inc., for the comparable prior year period.

The Boucher Brothers Concession Agreement provides that Boucher remit to the City the greater of a yearly minimum guarantee of \$442,500 (\$412,500 for beach equipment and food & beverage + \$30,000 for watersports), or a percentage of gross sales and rentals as follows:

- 15% of its gross food and beverage sales up to \$750,000, and then on a sliding scale in 1% increments (from 16% to 25%), as sales exceed \$750,000 (in \$250,000 increments (from \$750,001 thru \$3,250,000), respectively
- 20% of its gross beach equipment rentals
- 20% of its gross watersport rentals

Below please find a comparison of the year end sales totals based on amounts submitted by Boucher Brothers for the months of November 2001 through October 2002, and those

submitted by Penrod Brothers for the comparable prior year period (November 2000 through October 2001), net of sales and resort taxes.

	<b>Boucher Brothers 11/01-10/02</b>	<b>Penrod Brothers 11/00-10/01</b>	<b>Difference</b>
<b>Sales Net of Sales and Resort Taxes</b>	\$2,539,093	\$1,728,360	\$810,733
<b>Revenue to City</b>	\$ 471,755	\$ 259,254	\$212,501

Please note that the Penrod Brothers Concession Agreement, as amended and extended, provided that during their last year of operation, Penrod would remit to the City the greater of a minimum yearly guarantee of \$9,600 (\$800 per month), or fifteen percent (15%) of their gross sales for beach equipment rentals, food and beverage sales, and watersport rentals.

In reviewing these numbers with Boucher Brothers, they stated that revenues could have been greater, had they not been operating under what they considered to be unfavorable circumstances, such as the post-September 11, 2001, environment and slow economic conditions (see attached letter from James Boucher).

Nonetheless, Boucher Brothers reports that the gross revenues generated by them for the first contract year exceed those of the prior concessionaire by \$810,733, respectively a 47% increase over prior year's revenues as reported by Penrod Brothers.

Generally, the Boucher Brothers have provided good levels of service and customer satisfaction. They have been responsive to our requests and inquiries and have developed a good working relationship with the City and businesses on Ocean Drive. Overall, their performance has exceeded my expectations and they continue to demonstrate a willingness to partner with the City. Attached is a letter I received from the Boucher Brothers summarizing their observations over the past year.

Should you have any questions or need any additional information, please feel free to contact me.

JMG:CMC:JD:rlr  
Attachment

c: Christina M. Cuervo, Assistant City Manager  
Jose Damien, Asset Manager

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## Beachfront Concession Revenue Comparison

Operator>>>>>>>	BOUCHER (11/01 thru 10/02)		PENROD 11/00 thru 10/01)	
MONTH	Net Sales	Total to CMB	Net Sales	Total to CMB
November	\$115,717	\$21,708	\$127,702	\$19,155
December	\$104,174	\$19,629	\$60,603	\$9,090
January	\$162,033	\$30,446	\$122,146	\$18,322
February	\$152,656	\$28,644	\$189,105	\$28,366
March	\$461,199	\$85,133	\$259,148	\$38,872
April	\$315,874	\$58,875	\$201,402	\$30,210
May	\$248,652	\$46,208	\$151,998	\$22,800
June	\$133,212	\$24,896	\$144,983	\$21,748
July	\$263,206	\$48,728	\$185,802	\$27,870
August	\$264,166	\$48,565	\$165,033	\$24,755
September	\$161,294	\$29,696	\$79,918	\$11,988
October	\$156,910	\$29,228	\$40,520	\$6,078
<b>TOTALS</b>	<b>\$2,539,093</b>	<b>\$471,755</b>	<b>\$1,728,360</b>	<b>\$259,254</b>

\* Sales reflected in reports submitted by respective concessionaire, not inclusive of State sales tax, or resort tax.

## Pro Forma (COOLERS)

Revenue	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Beach Rentals</b>		10% INCREASE	10% INCREASE	5% INCREASE	5% INCREASE
Lounges	\$ 1,045,000.00	\$ 1,149,500.00	\$ 1,264,450.00	\$ 1,327,672.50	\$ 1,394,056.13
Umbrella & Cabana	\$ 455,000.00	\$ 500,500.00	\$ 550,550.00	\$ 578,077.50	\$ 606,981.38
Beverages	\$ 75,000.00	\$ 82,500.00	\$ 90,750.00	\$ 95,287.50	\$ 100,051.88
<b>Total Gross Beach Rentals &amp; Sales</b>	<b>\$ 1,575,000.00</b>	<b>\$ 1,732,500.00</b>	<b>\$ 1,905,750.00</b>	<b>\$ 2,001,037.50</b>	<b>\$ 2,101,089.38</b>
<b>Gross Rental &amp; Sales Revenue</b>	<b>\$ 1,575,000.00</b>	<b>\$ 1,732,500.00</b>	<b>\$ 1,905,750.00</b>	<b>\$ 2,001,037.50</b>	<b>\$ 2,101,089.38</b>
Less sales Tax Collected	\$ 89,150.94	\$ 98,066.04	\$ 107,872.64	\$ 113,266.27	\$ 118,929.59
<b>Net Rental &amp; Sales Revenue</b>	<b>\$ 1,485,849.06</b>	<b>\$ 1,634,433.96</b>	<b>\$ 1,797,877.36</b>	<b>\$ 1,887,771.23</b>	<b>\$ 1,982,159.79</b>
<b>Costs</b>					
Rent	\$ 335,000.00	\$ 357,500.00	\$ 380,000.00	\$ 402,500.00	\$ 425,000.00
Rent Percentage 10% minus m.a.g & sales tax	\$ 115,084.91	\$ 127,693.40	\$ 141,787.74	\$ 148,527.12	\$ 155,715.98
<b>Total Rent</b>	<b>\$ 450,084.91</b>	<b>\$ 485,193.40</b>	<b>\$ 521,787.74</b>	<b>\$ 551,027.12</b>	<b>\$ 580,715.98</b>
Supervisor	\$ 297,169.81	\$ 326,886.79	\$ 359,575.47	\$ 377,554.25	\$ 396,431.96
Beach Attendants (7)	\$ 127,750.00	\$ 140,525.00	\$ 141,802.50	\$ 147,615.13	\$ 149,183.26
<b>Total Payroll Cost</b>	<b>\$ 424,919.81</b>	<b>\$ 467,411.79</b>	<b>\$ 501,377.97</b>	<b>\$ 525,169.37</b>	<b>\$ 545,615.21</b>
Taxes & Benefits	\$ 76,485.57	\$ 84,134.12	\$ 90,248.03	\$ 94,530.49	\$ 98,210.74
<b>Total Rent, Payroll Costs, Taxes &amp; Benefits</b>	<b>\$ 951,490.28</b>	<b>\$ 1,036,739.31</b>	<b>\$ 1,113,413.74</b>	<b>\$ 1,170,726.98</b>	<b>\$ 1,224,541.93</b>
<b>Gross Profit</b>	<b>\$ 534,358.77</b>	<b>\$ 597,694.65</b>	<b>\$ 684,463.62</b>	<b>\$ 717,044.25</b>	<b>\$ 757,617.86</b>
<b>Operating Expenses</b>					
Beverages	\$ 22,500.00	\$ 24,750.00	\$ 27,225.00	\$ 28,586.25	\$ 30,015.56
Corporate Overhead	\$ 74,292.45	\$ 81,721.70	\$ 89,893.87	\$ 94,388.56	\$ 99,107.99
Insurance	\$ 35,660.38	\$ 39,226.42	\$ 43,149.06	\$ 45,306.51	\$ 47,571.83
Telephone	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00
Professional Services	\$ 18,000.00	\$ 18,900.00	\$ 19,845.00	\$ 20,837.25	\$ 21,879.11
Misc. Cost	\$ 7,200.00	\$ 7,560.00	\$ 7,938.00	\$ 8,334.90	\$ 8,751.65
Vehicle	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00
<b>Total Operating Expenses</b>	<b>\$ 170,852.83</b>	<b>\$ 185,358.11</b>	<b>\$ 201,250.92</b>	<b>\$ 210,653.47</b>	<b>\$ 220,526.14</b>
<b>EBITDA</b>	<b>\$ 363,505.94</b>	<b>\$ 412,336.54</b>	<b>\$ 483,212.69</b>	<b>\$ 506,390.78</b>	<b>\$ 537,091.71</b>
<b>Interest &amp; Depreciation</b>					
Interest	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Depreciation					
Cabana-20	\$ 2,833.33	\$ 2,833.33	\$ 2,833.33	\$ 2,833.33	\$ 2,833.33
Lounge Chairs-200	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
Standard Pads-200	\$ 5,066.67	\$ 5,066.67	\$ 5,066.67	\$ 5,066.67	\$ 5,066.67
Umbrellas-100	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67
Storages Boxes-15	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
<b>Total Monthly Interest &amp; Depreciation</b>	<b>\$ 39,066.67</b>				
<b>Net Profit or (loss)</b>	<b>\$ 324,439.28</b>	<b>\$ 373,269.87</b>	<b>\$ 444,146.02</b>	<b>\$ 467,324.11</b>	<b>\$ 498,025.05</b>

## Pro Forma (BEVERAGE STRUCTURE)

Revenue	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Beach Rentals</b>		10 % INCREASE	10% INCREASE	5% INCREASE	5% INCREASE
Lounges	\$ 1,045,000.00	\$ 1,149,500.00	\$ 1,264,450.00	\$ 1,327,672.50	\$ 1,394,056.13
Umbrella & Cabana	\$ 455,000.00	\$ 500,500.00	\$ 550,550.00	\$ 578,077.50	\$ 606,981.38
Beverages	\$ 150,000.00	\$ 165,000.00	\$ 181,500.00	\$ 190,575.00	\$ 200,103.75
<b>Total Gross Beach Rentals &amp; Sales</b>	<b>\$ 1,650,000.00</b>	<b>\$ 1,815,000.00</b>	<b>\$ 1,996,500.00</b>	<b>\$ 2,096,325.00</b>	<b>\$ 2,201,141.25</b>
<b>Gross Rental &amp; Sales Revenue</b>	<b>\$ 1,650,000.00</b>	<b>\$ 1,815,000.00</b>	<b>\$ 1,996,500.00</b>	<b>\$ 2,096,325.00</b>	<b>\$ 2,201,141.25</b>
Less sales Tax Collected	\$ 93,396.23	\$ 102,735.85	\$ 113,009.43	\$ 118,659.91	\$ 124,592.90
<b>Net Rental &amp; Sales Revenue</b>	<b>\$ 1,556,603.77</b>	<b>\$ 1,712,264.15</b>	<b>\$ 1,883,490.57</b>	<b>\$ 1,977,665.09</b>	<b>\$ 2,076,548.35</b>
<b>Costs</b>					
Rent	\$ 335,000.00	\$ 357,500.00	\$ 380,000.00	\$ 402,500.00	\$ 425,000.00
Rent Percentage 10% minus m.a.g & sales tax	\$ 122,160.38	\$ 135,476.42	\$ 150,349.06	\$ 157,516.51	\$ 165,154.83
<b>Total Rent</b>	<b>\$ 457,160.38</b>	<b>\$ 492,976.42</b>	<b>\$ 530,349.06</b>	<b>\$ 560,016.51</b>	<b>\$ 590,154.83</b>
Supervisor	\$ 311,320.75	\$ 342,452.83	\$ 376,698.11	\$ 395,533.02	\$ 415,309.67
Beach Attendants (7)	\$ 127,750.00	\$ 140,525.00	\$ 141,802.50	\$ 147,615.13	\$ 149,183.26
Beverage Attendants	\$ 93,440.00	\$ 102,784.00	\$ 113,062.40	\$ 118,715.52	\$ 124,651.30
<b>Total Payroll Cost</b>	<b>\$ 439,070.75</b>	<b>\$ 482,977.83</b>	<b>\$ 518,500.61</b>	<b>\$ 543,148.14</b>	<b>\$ 564,492.93</b>
Taxes & Benefits	\$ 79,032.74	\$ 86,936.01	\$ 93,330.11	\$ 97,766.67	\$ 101,608.73
<b>Total Rent, Payroll Costs, Taxes &amp; Benefits</b>	<b>\$ 975,263.87</b>	<b>\$ 1,062,890.25</b>	<b>\$ 1,142,179.78</b>	<b>\$ 1,200,931.32</b>	<b>\$ 1,256,256.49</b>
<b>Gross Profit</b>	<b>\$ 581,339.91</b>	<b>\$ 649,373.90</b>	<b>\$ 741,310.79</b>	<b>\$ 776,733.78</b>	<b>\$ 820,291.86</b>
<b>Operating Expenses</b>					
Beverages	\$ 45,000.00	\$ 49,500.00	\$ 54,450.00	\$ 57,172.50	\$ 60,031.13
Corporate Overhead	\$ 77,830.19	\$ 85,613.21	\$ 94,174.53	\$ 98,883.25	\$ 103,827.42
Insurance	\$ 37,358.49	\$ 41,094.34	\$ 45,203.77	\$ 47,463.96	\$ 49,837.16
Telephone	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00
Professional Services	\$ 18,000.00	\$ 18,900.00	\$ 19,845.00	\$ 20,837.25	\$ 21,879.11
Misc. Cost	\$ 7,200.00	\$ 7,560.00	\$ 7,938.00	\$ 8,334.90	\$ 8,751.65
Vehicle	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00	\$ 8,400.00
<b>Total Operating Expenses</b>	<b>\$ 198,588.68</b>	<b>\$ 215,867.55</b>	<b>\$ 234,811.30</b>	<b>\$ 245,891.87</b>	<b>\$ 257,526.46</b>
<b>EBITDA</b>	<b>\$ 382,751.23</b>	<b>\$ 433,506.35</b>	<b>\$ 506,499.48</b>	<b>\$ 530,841.91</b>	<b>\$ 562,765.40</b>
<b>Interest &amp; Depreciation</b>					
Interest	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Depreciation					
Cabana-20	\$ 2,833.33	\$ 2,833.33	\$ 2,833.33	\$ 2,833.33	\$ 2,833.33
Lounge Chairs-200	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00
Standard Pads-200	\$ 5,066.67	\$ 5,066.67	\$ 5,066.67	\$ 5,066.67	\$ 5,066.67
Umbrellas-100	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67
Beverage Kiosks	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
Miscellaneous	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
<b>Total Monthly Interest &amp; Depreciation</b>	<b>\$ 47,066.67</b>				
<b>Net Profit or (loss)</b>	<b>\$ 335,684.56</b>	<b>\$ 386,439.68</b>	<b>\$ 459,432.82</b>	<b>\$ 483,775.24</b>	<b>\$ 515,698.73</b>

## BEVERAGE SERVICE

In deciding the logistics for beverage sales Boucher Brothers Beach Management has come up with three plans for servicing beachgoers.

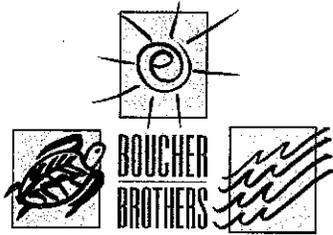
Plan 1 involves having coolers at each Lounge & Umbrella Welcome Station on the beach. Each morning the coolers, beverages and ice would be delivered to each Welcome Station. Throughout the day the beach attendant would sell drinks to beachgoers. The beach attendant would be in communication with the beach manager to replenish beverages should the occasion arise. At the end of the day the coolers and any unsold beverages would be picked up.

Plan 2 involves having mini mobile huts placed on the beach. Each hut would have a beverage attendant in it. Each morning ice and beverages would be delivered to the hut. Throughout the day the beverage attendant would sell beverages to the beachgoers. The beverage attendant would be in communication with the beach manager to replenish beverages should the occasion arise. At the end of the day inventory would be taken and beverages stored in the hut. If needed beverages could be removed each day.

Plan 3 involves using a vehicle to drive up and down the beach to sell beverages. The vehicle would preferably be a golf cart. Should the sand prove to be too soft for a golf cart a utility vehicles such as a Kawasaki Mule or John Deere Gator would be used. Each morning the vehicle would be loaded with beverages and ice. Throughout the day the beverage attendant would drive the vehicle up and down the beach selling beverages to the beach goers. The beverages would be replenished throughout the day as needed. Plan 3 can also be used in conjunction with either Plan 1 or Plan 2.

Regardless of which plan is used there would be paperwork used to ensure that inventory is strictly tracked. This measure will ensure that all sales are accounted for and that there is no theft. An example of this paperwork is on the following page. Each morning inventory would be taken and entered on the sheet. Beginning inventory would be matched to the previous days ending inventory. Any inventory delivered during the day would be included under added inventory. Any inventory that is broken or comped would go under credits. All credits would need the manager's approval. At the end of the day the inventory would be counted and entered in ending inventory. Beginning inventory + added inventory - credits - ending inventory would equal the sales and the beverage attendant would be responsible for turning in the money that would equal those sales.

# Boucher Brothers Beach Management



## Daily Beverage Sales Report

Name \_\_\_\_\_

Date \_\_\_\_\_ Location \_\_\_\_\_

### BEVERAGE SALES

Item	Start Inv	Add Inv	Add Inv	End Inv	Credit	Sold	Price	Total
Beverage 1							\$3.25	
Beverage 2							\$3.25	
Beverage 3							\$3.25	
Beverage 4							\$3.25	
Beverage 5							\$3.25	
Beverage 6							\$3.25	
Beverage 7							\$3.25	
Beverage 12							\$3.75	
Beverage 13							\$3.75	
Beverage 14							\$3.75	
Beverage 15							\$3.75	
Beverage 16							\$3.75	
Beverage 17							\$3.75	
Beverage 18							\$3.75	

Prices include 6% sales tax

#### Credit Details


Total Sales	\$
-------------	----

Employee  
Signature \_\_\_\_\_

TIME IN:

TIME OUT:

Manager  
Signature \_\_\_\_\_

## Philanthropic Endeavors

The Brothers have always made a concerted effort to give back to the communities they serve, through offering new programming and services, and partnering with local charitable and civic organizations as well as government agencies.

Some of the Charities and Civic organizations we work with are:

- Fort Lauderdale Chamber of Commerce (Trustee Member)
- Greater Miami & the Beaches Hotel Association (Board Member)
- Miami Beach Chamber of Commerce (Executive Board Member, Governor Emeritus & Pillar Trustee)
- Greater Miami Convention and Visitors Bureau (Member)
- Key Biscayne Chamber of Commerce (Member)
- Miami Beach Kiwanis Club (Board of Directors) – The Boucher family specially recognized March 2008
- Miami Beach Police Athletic League (Member)
- Police Benevolent Association (Member)
- Miami Beach Golf Tournament – Title sponsor 2008. 13 year sponsor
- Dade Human Rights (Contributor)
- Special Olympics (Contributor ) Michael Boucher is Chairman of "Inspire Greatness" event April 2008
- Red Cross (Contributor)
- Children Autism Foundation (Contributor)
- Neighbors 4 Neighbors (Contributor)
- Mount Sinai Medical Center Foundation (Founder)
- Mapet Foundation (Contributor)
- David Posnack Hebrew Day school (Contributor)
- Dade Christian School Foundation (Contributor)
- Cystic Fibrosis Foundation (Contributor)
- City of Deerfield Beach/Ocean Rescue (Contributor)
- Children's Miracle Network (Contributor)
- Broward County PBA (Contributor)
- Big Brothers Big Sisters of Greater Miami (Contributor)
- Bay Point School (Contributor)
- American Cancer Society (Contributor)
- Make a Wish Foundation (Contributor)
- Transplant Foundation Inc. (Contributor) Title Golf Sponsor
- Hope for Kids (Contributor)
- Leo Foundation (Contributor)
- March of Dimes (Contributor)
- National Multiple Sclerosis Society (Contributor)
- Nativity Catholic School (Contributor)
- Ocean Drive Improvement Association (Contributor)
- Parkway Christian Society (Contributor)
- Pines Police Athletic Center (Contributor)
- Reach for the Stars Foundation (Contributor)
- Replant Broward Foundation (Contributor)
- South Florida Hispanic Chamber Foundation (Contributor)
- St John Neumann Catholic Church (Contributor)

