

City of Pompano Beach

LICENSE AGREEMENT No. 1515

with

**Boucher Brothers Pompano Beach,
LLC**

INDEX OF EXHIBITS

Exhibit A	Scope of Authorization
Exhibit B	Insurance
Exhibit C	Recordkeeping, Inspection and Audit Procedures
Exhibit D	RFP T-02-22 Beach Equipment Concession

THIS LICENSE AGREEMENT (“Agreement”), entered into on August 11, 2022, by and between:

CITY OF POMPANO BEACH, a municipal corporation located in Broward County, Florida (hereinafter “CITY”),

and

Boucher Brothers Pompano Beach, LLC, a Florida Limited Liability Company (hereinafter “LICENSEE”).

WHEREAS, LICENSEE desires to utilize the City’s Public Beach, 10 N Pompano Beach Blvd, Pompano Beach, FL 33062 (the “Property”) to provide beach equipment and cabana for rental to public beach goers (collectively the “Program” described in Exhibit A, Scope of Authorization);

WHEREAS, CITY has determined that entering into this Agreement with LICENSEE to provide Program at the Property is in the best interest of the public; and

WHEREAS, CITY and LICENSEE desire to enter into this Agreement setting forth the parties’ mutual understandings and undertakings.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein contained, CITY and LICENSEE agree as follows.

ARTICLE 1 REPRESENTATIONS

A. ***Representations of CITY.*** CITY makes the following representations to LICENSEE, which CITY acknowledges LICENSEE has relied upon in entering into this Agreement.

1. This Agreement is a valid, binding and permissible activity within the power and authority of the CITY and does not violate any CITY Code, Charter provision, rule, resolution, ordinance, policy or agreement of the CITY or constitute a default of any agreement or contract to which the CITY is a party.

2. The individuals executing the Agreement on behalf of the CITY are duly authorized to take such action, which action shall be, and is, binding upon the CITY.

3. LICENSEE shall be entitled to rely upon the accuracy and completeness of any information supplied by CITY or by others authorized by the CITY’s Recreation Program Administrator.

B. ***Representations of LICENSEE.*** LICENSEE makes the following representations to CITY, which CITY relies upon in entering into this Agreement.

1. LICENSEE is a Florida Limited Liability Company duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement.

2. LICENSEE's execution, delivery, consummation and performance under this Agreement will not violate or cause LICENSEE to be in default of any provisions of its governing documents, rules and regulations or any other agreement to which LICENSEE is a party or constitute a default thereunder or cause acceleration of any obligation of LICENSEE thereunder.

3. The individual executing this Agreement and related documents on behalf of LICENSEE is duly authorized to take such action which action shall be, and is, binding on LICENSEE.

4. There are no legal actions, suits or proceedings pending or threatened against or affecting LICENSEE or its principals that LICENSEE is aware of which would have any material effect on LICENSEE's ability to perform its obligations under this Agreement.

5. LICENSEE represents it has the ability, skill and resources to complete its requisite responsibilities under this Agreement.

6. CITY shall be entitled to rely upon the professional administrative, management and interpersonal skills of LICENSEE or others authorized by LICENSEE under this Agreement.

7. LICENSEE represents and warrants it has and will continue to maintain all licenses and approvals required to conduct business and provide services under this Agreement and that it will at all times conduct its activities in a professional, reputable manner.

8. LICENSEE agrees to be bound by all terms, conditions, duties, obligations and specifications set forth in this Agreement. Other terms and conditions are included in the specifications and response to the competitive solicitation expressly incorporated herein as Exhibit E, RFP T-02-22 Beach Equipment Concession. Any inconsistency between this Agreement and any Exhibit, shall be resolved by giving precedence to this Agreement.

ARTICLE 2 NON-ASSIGNABILITY AND SUBCONTRACTING

A. This Agreement is not assignable and LICENSEE agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity without prior written approval from CITY.

B. Any attempt by LICENSEE to assign or transfer any of its rights or obligations under this Agreement without first obtaining CITY's written approval shall result in CITY's immediate cancellation of this Agreement. Specifically, no formal assignment of any right or obligation under this Agreement shall be binding on CITY without the formal written approval of the City Commission of Pompano Beach.

C. This Agreement and the rights and obligations therein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of LICENSEE's insolvency or bankruptcy, CITY may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of LICENSEE hereunder shall immediately cease and terminate.

D. Nothing herein shall be construed to create any personal liability on the part of CITY, its agents, officers or employees nor shall it be construed as granting any rights or benefits hereunder to anyone other than CITY and LICENSEE.

ARTICLE 3 TERM AND RENEWAL

The term of this Agreement is for five (5) years and shall commence on August 11, 2022.

In the event City determines the LICENSEE to be in full compliance with this Agreement and LICENSEE's performance to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional one (1) period of five (5) years upon the written consent of both the City and the LICENSEE, and provided that City will provide notification within sixty (60) days of termination date of its intention.

ARTICLE 4 INSURANCE

LICENSEE shall maintain insurance in the amounts and subject to all conditions set forth in Exhibit B and shall not commence operations under this Agreement until proof of insurance detailing the terms and provisions of coverage has been received and approved in writing by the CITY's Risk Manager, which approval shall not be unreasonably withheld.

ARTICLE 5 PUBLIC RECORDS PROCEDURES

Public Records.

1. The CITY of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The LICENSEE shall comply with Florida's Public Records Law, as amended. Specifically, the LICENSEE shall:

a. Keep and maintain public records required by the CITY in order to perform the service.

b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes 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 for the duration of the contract term and following completion of the contract if the LICENSEE does not transfer the records to the CITY.

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

2. Failure of the LICENSEE to provide the above described public records to the CITY within a reasonable time may subject LICENSEE to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

**100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

ARTICLE 6 RECORDKEEPING, INSPECTION AND AUDIT

LICENSEE shall use such accounting methods and procedures as may be prescribed by CITY, in accordance with generally accepted accounting principles, which shall include but not be limited to, those methods and procedures set forth in this Article and in Exhibit C.

ARTICLE 7 RESPONSIBILITIES OF LICENSEE

A. LICENSEE shall organize and conduct the Program described in Exhibit A consistent with CITY policies which specifically require that LICENSEE at all times perform its obligations hereunder in a professional manner and also develop and adhere to written protocols to ensure public resources are properly tracked and appropriated.

LICENSEE agrees to follow the policies of the CITY's Recreation Programs Administrator but in the absence thereof, LICENSEE shall exercise reasonable judgment in discharging its duties hereunder. LICENSEE understands and agrees that LICENSEE shall plan, administer, pay for and coordinate all aspects of the Program, including, but not limited to, all required staffing, tools and materials.

B. *LICENSEE's Responsibility for Damage or Loss of CITY Property.* A representative of the CITY and LICENSEE shall inspect and document by photographs the condition of the Property prior to set up and after cleanup of Program. CITY expects the Property to be restored to the same condition which existed prior to set up of the Program.

If the Property or any portion thereof, or any structure attached thereto, or any equipment, fixture, or other item located thereon, including the grass or asphalt, shall be destroyed, damaged, marred, altered, or physically changed during the term in any manner whatsoever, then CITY will take the necessary remedial action to cause such repair or replacement to occur and LICENSEE shall pay CITY for any such expenditures within two (2) weeks after receipt of CITY's written invoice for same.

C. *LICENSEE Responsible for all Contracts.* LICENSEE agrees to be solely responsible for all contracts or agreements of any nature for the Program. All contracts shall be negotiated by LICENSEE and secured at LICENSEE's sole expense. CITY shall not be named as a party in any contract and CITY shall have no obligation to ensure payment to any individual or entity for goods and/or services provided in conjunction with the Program.

D. *Required Licenses, Permits and Authorizations.* LICENSEE, at its sole expense, shall obtain all required federal, state, local and other governmental approvals, as well as all necessary private authorizations and permits required attendant to LICENSEE's performance hereunder and provide CITY a copy of same a minimum of three (3) business days prior to set up of the Program on the Property. Ignorance on LICENSEE's part of any applicable laws, regulations or required authorizations shall not relieve LICENSEE from this responsibility.

LICENSEE represents and warrants that prior to the start of the Program, LICENSEE shall have secured all necessary licenses for conducting the Program. LICENSEE shall be responsible for any fees or dues for said licenses, and shall ensure that all payments are made directly and appropriately to the licensing organizations. CITY shall have no responsibilities to any licensing organization for the conduct of the Program.

If applicable LICENSEE shall provide sanitary and food facilities in accordance with applicable laws and regulations of the Florida Department of Environmental Protection and the Broward County Health Department. If LICENSEE is unable to obtain all necessary licenses, permits or other authorizations in a timely manner, either party may elect to terminate this Agreement and CITY shall be reimbursed for any in-kind services it has incurred to date.

E. *Compliance With all Laws.* In the conduct of its activities under this License Agreement, LICENSEE shall comply with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations, including, but not limited to, compliance with the Americans with Disabilities Act. Ignorance on LICENSEE's part of any applicable laws and regulations shall in no way relieve LICENSEE from this responsibility.

F. *Emergency Access.* LICENSEE agrees to provide any and all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending the activities. If, in the course of LICENSEE's operations, CITY or its officers, agents and employees become aware of any condition on the Property which may be dangerous, upon being notified, LICENSEE shall immediately correct such condition or cease operations so as not to endanger persons or property.

G. LICENSEE, its subcontractors, vendor and other agents shall be responsible to pay any and all sales taxes and other charges of any nature or kind, which may be assessed against their provision of goods and services under this Agreement. Proof of such sales tax payments shall be submitted to the CITY's Recreation Program Administrator upon request.

H. LICENSEE is responsible for hiring and managing its own staff, subcontractor and other agents, all of which shall be a minimum of eighteen (18) years old, under LICENSEE's exclusive direction and control and not deemed agents or employees of the CITY. At its sole discretion, and upon request by LICENSEE, the CITY reserves the right to approve LICENSEE's hiring of staff under eighteen (18) years old. LICENSEE shall be responsible for any and all work authorization(s) for its staff under eighteen (18).

I. LICENSEE shall be solely responsible for compensating its employees, representative and other agents and complying with all federal, state and local laws, ordinances and regulations pertaining to employment of such persons, including, but not limited to, provision of workers' compensation insurance and any other benefits required by law.

J. LICENSEE shall be responsible to ensure that all its employees, staff or other agents are suitable for employment in a municipal facility in terms of general character, knowledge, ability, manner and conduct.

K. LICENSEE shall maintain, and be required to verify, that it operates a “Drug Free Workplace” as set forth in § 287.087, Florida Statutes.

L. LICENSEE shall utilize the Property exclusively for the activities described herein. In addition, LICENSEE shall not allow any part thereof to be used for any immoral or illegal purposes, nor allow, suffer or permit the Property to be used for any unlawful purpose, business, activity, use or function to which the CITY objects, including gambling.

M. LICENSEE shall immediately inform the CITY's Recreation Program Administrator of any repairs or maintenance necessary to keep the PROPERTY in good and safe condition.

N. LICENSEE shall promptly respond to concerns raised by Program patrons and the CITY's agents hereunder and timely take appropriate action as warranted by the circumstances.

O. LICENSEE is responsible for any fees, taxes or levies imposed as a result of this Agreement.

P. LICENSEE shall verify that its employees are authorized to work in the U.S. and certifies that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form I-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

Q. LICENSEE shall provide sufficient background information and releases to CITY should CITY, in its sole discretion and at its sole cost, desire to perform a background check on any employee or other agent of LICENSEE hereunder. CITY, in its sole discretion, reserves the right to refuse to permit any employee or agent of LICENSEE, or any of its employees, volunteers, or other agents to provide services under this Agreement. LICENSEE's failure to comply with the obligations of this paragraph shall be deemed a material breach of this Agreement. At least one week prior to LICENSEE or any of its agents providing services under this Agreement, LICENSEE shall provide the CITY's Contract Administrator a completed and fully-executed Release on all such persons so that CITY, at the cost of LICENSEE, can conduct the background checks required hereunder. CITY reserves the right to refuse to permit LICENSEE or any of its agents to provide services under this Agreement based upon the grounds for disqualification as stated in the Youth Programs Background Screening Policy.

R. By entering into this Agreement, the LICENSEE becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor

knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the LICENSEE, the LICENSEE may not be awarded a public contract for a period of 1 year after the date of termination.

ARTICLE 8 RESPONSIBILITIES OF CITY

CITY is responsible to maintain the Property and surrounding outdoor areas, including the building systems (E.g. plumbing, electrical, painting, ceilings, walls, floors, roof, public restrooms, etc.) and general maintenance (E.g. shrubbery and lawn care, garbage pickup, etc.); however, the foregoing provisions are in no way intended to absolve LICENSEE from the responsibilities set forth in Article 7.

ARTICLE 9 MISCELLANEOUS TERMS AND CONDITIONS

A. *Articles Left on Premises.* LICENSEE understands and agrees that the CITY shall not in any way be responsible for any personal property of patrons of the Program or LICENSEE, its sub-contractors or other agents left on the Property and that LICENSEE bears any and all risk of loss. Any article(s) remaining on the Property at the conclusion of the Program shall become the property of the CITY.

B. *CITY's Right to Make Improvements, Modify the Property and the Number and Manner of Streets Closures.* Throughout the term of this license and notwithstanding any other term or condition herein, CITY retains the right, in its sole discretion, to modify and reconfigure the Property, including, but not limited to, attendant green and open space areas and the public right-of-way. Specifically, both parties agree that the public right-of-way and open and green space areas may be temporarily or permanently relocated, reconfigured, modified or closed at CITY's sole discretion. LICENSEE agrees to make adjustment to any such changes implemented by CITY.

C. *Incorporation by Reference.* All Whereas clauses stated above are true and correct and are incorporated herein by reference. The Exhibits attached hereto are also incorporated into and made a part of this Agreement.

ARTICLE 10 INDEMNIFICATION OF CITY

A. LICENSEE shall at all times indemnify, hold harmless and defend the CITY its officials, its authorized agents and employees hereunder from and against any and all claims, demands, suit, damages, attorneys' fees, fines, penalties, defense costs or liabilities arising directly, indirectly or in connection with this agreement and with LICENSEE's officers, staff or other agents' actions, negligence or misconduct under this Agreement whether same occurs or the cause arises on or away from the Property except that LICENSEE shall not be liable under this Article

for damages arising out of injury or damage to persons or Property arising from the negligence, gross negligence or willful misconduct of the CITY, any of its officers, agents or employees. LICENSEE agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by LICENSEE for any causes of action LICENSEE has or may have for breaches or defaults by the CITY under this Agreement.

B. The parties agree that the value of the benefits received by LICENSEE under this agreement shall constitute specific consideration by LICENSEE for the indemnification to be provided herein. LICENSEE acknowledges and agrees that neither party would enter into this Agreement without this indemnification of CITY by LICENSEE.

C. LICENSEE shall be solely responsible for insuring all stock, inventory, monies or other personal Property at the Property against damage or loss of any nature or kind. LICENSEE acknowledges and agrees that CITY assumes no responsibility whatsoever for any personal property placed at the Property and, with the exception of damages or loss suffered as a result of CITY's negligence, CITY is hereby expressly released and forever discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of LICENSEE's presence and occupancy at the Property.

D. The indemnification provisions of this Article shall survive the expiration or early termination of this Agreement.

ARTICLE 11 USE OF PREMISES

Both CITY and LICENSEE agree that LICENSEE is authorized to utilize the designated city facilities for operation of its Program or Event(s) as described herein. CITY shall not be liable for any wages, salaries, debts, liabilities or other obligations for LICENSEE's employees, agents or other representatives performing obligations of LICENSEE hereunder. Except as otherwise provided hereunder, neither party is the agent of the other nor is authorized to act on behalf of the other in any matter.

ARTICLE 12 NO DISCRIMINATION

During the performance of this Agreement, LICENSEE agrees not to discriminate against any person on the basis of race, color, religion, sex, age, national origin, ancestry, marital status, physical or mental disability. However, with justifiable cause, LICENSEE maintains the right to refuse patrons or its agents hereunder from participation in the Program.

ARTICLE 13
PUBLIC ENTITY CRIMES ACT

Through execution of this Agreement and in accordance with Section 287.133, Florida Statutes, LICENSEE certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

ARTICLE 14
NOTICES AND DEMANDS

Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing, sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

For CITY:

CITY Manager
P.O. Drawer 1300
Pompano Beach, Florida 33061
greg.harrison@copbfl.com
(954) 786-4601 office
(954) 786-4504 fax

With a copy to:

Recreation Program Administrator
1801 NE 6th Street
Pompano Beach, Florida 33060
mark.beaudreau@copbfl.com
(954) 786-4191 office
(954) 786-4113 fax

FOR LICENSEE:

Boucher Brothers Pompano Beach, LLC
Addr 1451 Ocean Drive #205
City Miami Beach, FL 33139
Email jboucher@boucherbrothers.com
Ph 305-535-8177

ARTICLE 15
GOVERNING LAW AND VENUE

A. The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CITY and LICENSEE submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE 16
CONTRACT ADMINISTRATOR

A. The CITY's Recreation Program Administrator or his written designee shall serve as the CITY's Contract Administrator during the performance of services under this Agreement.

B. James Boucher shall serve as LICENSEE's Contract Administrator during the performance of services under this Agreement.

ARTICLE 17
NO CONTINGENT FEE

LICENSEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LICENSEE, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for LICENSEE any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

In the event of LICENSEE's breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability and, at CITY's sole discretion, to recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 18
ATTORNEY'S FEES

In the event of litigation between the parties, the prevailing party shall be entitled to recover all costs of collection, including a reasonable attorney's fees and court costs. The provisions of this paragraph shall survive termination of this Agreement.

ARTICLE 19
FORCE MAJEURE

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force Majeure.

If either party is unable to perform or is prevented, delayed or stopped in performing any obligations under this Agreement because of any event of force majeure including an event that

prevents the use or ability to use the Property for its intended purpose to the benefit of the public , such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of force majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, to the extent and in the form as mutually agreed by the Parties.

In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of force majeure, specifying in detail the event of force majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Paragraph, time is of the essence.

ARTICLE 20 WAIVER AND MODIFICATION

A. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

B. CITY and LICENSEE may request changes to modify certain provisions of this Agreement, including increasing or decreasing the scope of services to be provided. However, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

ARTICLE 21 SEVERABILITY

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.

ARTICLE 22 APPROVALS

Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

ARTICLE 23 ABSENCE OF CONFLICTS OF INTEREST

Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

ARTICLE 24 BINDING EFFECT

The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

ARTICLE 25 LICENSE NOT LEASE

Both parties acknowledge and agree this Agreement shall not be deemed a lease of the Property but rather a license granted to LICENSEE by CITY to provide the Program activities, including the sale of attendant food, beverages and merchandise, under the conditions and purposes expressed herein and shall not be construed to be a license to engage in any other business upon the licensed premises. LICENSEE understands and agrees that it takes the Property in "as is" condition.

ARTICLE 26 TERMINATION

A. *Termination for Cause.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 14 herein which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same.

B. *Termination for Convenience of City.* Upon thirty (30) calendar days written notice in accordance with Article 14 herein delivered by certified mail, return receipt requested, to LICENSEE, CITY may without cause and without prejudice to any other right or remedy, terminate this Agreement for convenience whenever it determines that such termination is in the best interest of the CITY. If the Agreement is terminated for the CITY's convenience, the notice of termination to LICENSEE shall state so and also define the extent of the termination. Upon receipt of such notice, LICENSEE shall use commercially reasonable efforts to discontinue all services hereunder to the extent indicated on the notice of termination and CITY shall not be responsible for any costs LICENSEE incurs as a result of said termination for convenience.

C. *Termination for Safety.* CITY may temporarily suspend this Agreement upon the occurrence of any riot, violent disturbance, or hazardous weather conditions which threaten the immediate health or safety of the public.

D. *Dispute Resolution.* If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference. In case of a failure to cure a breach or default, the defaulting party may appeal in writing to the CITY Manager for the CITY in accordance with this Article.

Upon receipt of said written appeal or demand, the CITY Manager for the CITY may request additional information relating to the dispute from either or both parties, which shall be provided within a reasonable time. Upon the CITY Manager's receipt and timely review of the disputed matter, the CITY Manager may make a decision regarding the alleged default, as he/she deems appropriate under the circumstances. If the CITY Manager's decision is not implemented within the deadline set forth therein, the forty-five (45) day advance written notice provision set forth in Article 14 herein shall not apply and it shall be lawful for either party to immediately terminate this Agreement in addition to any other remedies provided by law.

The default and dispute resolution process described in this Article is non-exclusive and without prejudice to the right of either party to pursue other remedies available at law.

ARTICLE 27

NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

ARTICLE 28

CITY'S RIGHT TO AUTHORIZE USE OF THE CITY PROPERTY

The CITY, through its Recreation Programs Administrator, reserves the right to authorize use of the CITY Property for special group and /or City functions upon reasonable written notice to LICENSEE.

ARTICLE 29

COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

ARTICLE 30

NON-EXCLUSIVE LICENSE

Licensee acknowledges and agrees that it is not acquiring any rights other than the non-exclusive right to use the Facility in accordance with the terms of this Agreement.

ARTICLE 31

ENTIRE AGREEMENT AND INTERPRETATION

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject

matter herein that are not contained in this Agreement. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and LICENSEE and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against either party.

It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

APPROVED AS TO FORM:

By: _____
GREGORY P. HARRISON, CITY MANAGER

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

"LICENSEE"

Witnesses:

Print Name:

ADAM CERETTI

Print Name:

ZEO CONDOROUSIS

Boucher Brothers Pompano Beach, LLC

By:

James R. Boucher, President

STATE OF

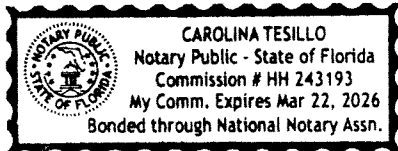
Florida

COUNTY OF

Browards County

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 19 day of July, 2022 by James R. Boucher as the President of Boucher Brothers Pompano Beach, LLC who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF

Florida

Carolina Tesillo

(Name of Acknowledger Typed, Printed or Stamped)

HH 043193

Commission Number

Exhibit A
Scope of Authorization
Boucher Brothers Pompano Beach, LLC

A. Introduction/Background

The City of Pompano Beach ("City") is a southeastern Florida coastal city with three (3) miles of beachfront property. One of the City's adopted strategic plan's goals is a preferred place to visit, emphasizing the importance of bringing in tourists and visitors to vacation. In efforts to attract visitors and tourists to the main public beach, the City wants to provide rental service of beach equipment and cabanas. This is a common amenity located throughout many cities along the southeast coast of Florida.

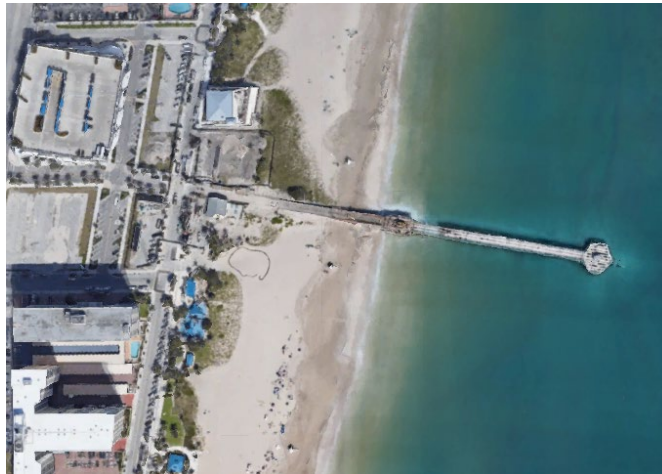
B. Objective

The City requires Boucher Brothers Pompano Beach, LLC ("Licensee") to operate the rental of City-owned beach equipment and cabanas to the public in efforts to enhance the amount of amenities the City can provide to the public. Beach equipment shall consist of chairs, umbrellas, cabanas, wind screens and related beach equipment., described

C. Services

As part of their responsibilities, Licensee shall provide at a minimum the following services to patrons of the City's beach:

1. Manage the day to day operations of the beach equipment and cabana rental to the public and provide beach equipment rental and services on a year-round basis in order to meet the needs and demands of the public
2. Ensure beach equipment rental and set up only occur in the following areas of the main public beach described below.



- a. South of the fishing pier – starting 150 yards north of south line of public beach, extending north to 150 yards south of fishing pier and west to 25 yards from lifeguard station. Equipment will not be located within 15 yards of lifeguard stands.
- b. North of the fishing pier – starting 150 yards north of pier extending north to 150 yards of north boundary line of public beach and west to 25 yards west of lifeguard stand line. Equipment will not be located within 15 yards of lifeguard stands.

Exhibit A
Scope of Authorization
Boucher Brothers Pompano Beach, LLC

- c. Any beach rental equipment will not exceed line of sight of the following:
 - i. East – between 2 adjacent lifeguard towers (lifeguard visibility)
 - ii. West – between 2 adjacent cement garbage cans placed mid-beach (emergency vehicle access lane)
3. Maintain the general cleanliness of the rented areas including daily collection of debris prior to opening and throughout the day.
4. Retrieve and return beach wheelchair(s) to patrons requesting them. Two beach wheelchairs are located on either side of the pier, behind lifeguard towers 2 and 7.
5. Perform general maintenance on beach wheelchairs and their storage boxes. (Note: City owns the boxes.)

D. Beach Equipment Rental Rules and Regulations

1. Licensee shall provide a written evacuation plan for the prompt removal of all facilities and equipment used in the operations from the beachfront within one (1) hour of notification by appropriate City authorities and within eight (8) hours of issuance of a Hurricane Warning by the Broward County Office of Emergency Management. Any vehicle(s) larger than an ATV utilized to move equipment must be approved and escorted onto the beach by Ocean Rescue staff.
2. Beach equipment rental operations shall not occur after sunset.
3. Beach chairs shall be permitted to remain on the sand overnight, if in good condition, neatly stacked and arranged side by side. A maximum of ten (10) chairs per stack for plastic and four (4) chairs per stack for wood.
4. Any additional building or storage used for operations will be allowed to remain on the beach, as long as they are all well maintained and kept in appropriate areas.
5. Licensee shall be responsible for any damage caused to City property.
6. All storage buildings and beach equipment shall be neat, clean and well maintained at all times.
7. Any advertising of beach equipment shall be preapproved by the City.
8. Shall adhere to maintenance schedule, set up by the City, and provide personnel to remove cabanas and rental equipment according to that schedule to facilitate cleaning of the municipal beach.
9. City will not provide free parking for Licensee and employees.
10. Licensee may install signage to promote the sale of its merchandise and services with the preapproval from the City on size, wording, numbers, etc.
11. Any additional buildings and/or storage required by Licensee shall conform to all applicable City codes and building requirements. These items shall remain the property of the City upon termination of the agreement. Size and color of storage shall be decided by the Parks and Recreation department.
12. Licensee shall only be authorized to rent beach equipment preapproved by the City. Additional items wish to be added shall be subject to review by the City prior to implementing.
13. Licensee shall establish rates for renting of beach equipment and services. Rates must be on file with the City and posted visibly by Licensee. Any revisions to the rates must be preapproved by the City prior to posting and implementing.

Exhibit A
Scope of Authorization
Boucher Brothers Pompano Beach, LLC

Any violations of above listed rules and regulations could result in the closing of operations and confiscation of all equipment by the City.

Beach Equipment

1. All umbrellas, chairs and cabanas will be blue and white.
2. Rental equipment and services shall be limited to only the rental of beach chairs and lounges, beach umbrellas and cabanas. Licensee must not rent the following equipment to the public: jet skis, wave runners, motorboats, sailboats, kayaks, scuba equipment or kit boarding. Licensee shall be allowed to rent boogie boards, paddle boards, and snorkel equipment.
3. All beach equipment must meet the following minimum specifications:
 - a. Strap Lounge
 - i. Style: Chaise Lounge
 - ii. Construction: Aluminum
 - iii. Size: 79.5 x 24
 - iv. Weight: 19 lbs
 - v. Frame color: off white
 - vi. Stacking quantity: 10
 - vii. Strap Colors: blue and white
 - b. Double Wooden Lounge
 - i. Construction: Pressure treated pine with galvanized hardware
 - ii. Size: 13"H x 36"W x 72"L
 - c. Cabana
 - i. Fabric: Sunbrella
 - ii. Size: 52"H x 47"L x 57" W
 - iii. Construction: Aluminum Ribs and stainless steel bolts
 - iv. Color: Blue
 - d. Umbrella
 - i. Fabric: Sunbrella
 - ii. Size: 7.5' h x 8' W
 - iii. Color: Blue
 - e. Cushion for Lounge
 - i. Fabric: Texaline
 - ii. Thickness: 3"
 - iii. Color: Blue
 - iv. Size: 69.5" x 22.5"
4. City will have the right to inspect equipment periodically to determine its condition.
5. At all times, cabanas shall be placed with a minimum clearance of ten (10) feet between each cabana on all sides.
6. Placement of equipment shall never interfere with Ocean Rescues' observation of the public for said public's welfare and safety.
7. The City is liable for any damage or injury by water, including, but not limited to water breakage, leakage or obstruction of the water.

Exhibit A
Scope of Authorization
Boucher Brothers Pompano Beach, LLC

Management of Concession Area Requirements

1. Licensee's employees shall wear identification badge and uniform and must present themselves in a professional and courteous manner during hours of operation.
2. Licensee is responsible for hiring and managing its own staff to operate rental area. All staff shall be a minimum of eighteen years old.
3. Licensee shall provide prompt response, and, if necessary, action, to any complaints.
4. Licensee shall inform the City of any repairs or maintenance necessary to the rental area.
5. Licensee shall inform the City, within 24 hours, of any accidents that occurred in rental area in which damage to property or injury occurs in writing.
6. Licensee Shall not make any improvements, additions or repairs to licensed area without prior approval from the City.
7. Licensee shall conduct criminal background checks prior to the start of any and all employees. Licensee is responsible for the cost of the background check. The City reserves the right to approve or reject, for any reason, the Licensee's staff assigned to the operations under this agreement at any time.

Compensation and Reporting

1. Licensee shall collect all monies for rental of beach equipment and services.
2. Licensee shall be responsible for payment of all Florida sales tax for all revenue collected.
3. Licensee shall provide the City compensation for this license in the amounts listed within Exhibit D, T-02-22 Beach Equipment Concession and Licensee Response, of a minimum guarantee for each year the agreement is in effect or twenty percent (20%) of gross revenues, whichever is greater.
4. Licensee shall submit this report to the City within fifteen (15) days after the previous month.
5. Licensee shall be responsible for payment of any and all sales taxes and other charges of any nature or kinds which may occur.
6. Licensee shall furnish to the City an annual financial report, prepared by an independent certified public accountant within sixty (60) calendar days of the end of each annual agreement period.

Rules for Use of Motor Vehicles and Small Off-Road Vehicles on Beach

"Small off-road vehicle" shall mean golf carts and all terrain vehicles (ATV's) and any trailer attachment. Anyone driving a "small off-road" vehicle must present an approved safety course certificate before driving on the beach. City will review the safety courts certificates from Licensee in order to obtain authorization to utilize small off road vehicle and trailer on the beach and inform beach patrol of said authorization. Licensee shall not use any small off-road vehicle on the beach without proper authorizations.

1. Licensee's motor vehicles, small off-road vehicles, and any trailer attachment shall only be allowed on beachfront for purposes of supplying the concession operation and to initially deploy equipment at the beginning of the day, remove equipment at the close of operations each day and must be removed from the beachfront immediately thereafter. Anyone operating a motor vehicle or small off-road vehicle on behalf of Licensee must have a current

Exhibit A

Scope of Authorization

Boucher Brothers Pompano Beach, LLC

Florida driver's license. Supplying and removing will only be permitted during regular business hours and shall be completed safely. No motor vehicle, or small off-road vehicle will be permitted on the beach after sunset or prior to sunrise. Access to the beach will only be permitted via the predetermined and assigned beach access points.

2. Vehicle speed, operated on the beachfront, shall not exceed five (5) mph.
3. Vehicle must have signage, on each side, with the name of the Licensee.
4. Licensee shall be limited to one (1) small off-road vehicle and one (1) attached trailer to supply and service licensee operation.
5. Upon entering beach area, vehicle lights must come on.
6. During operation of vehicle, passenger and drive front windows must be down.
7. All small off-road vehicles must stay in hard packed sand, west of area provided by Ocean Rescue.
8. Licensee shall comply, at all times, with all rules for use of Motor Vehicles and Small Off-Road Vehicles on the Municipal Beach. Under no circumstance, shall any vehicle travel under the municipal pier.

EXHIBIT B

INSURANCE REQUIREMENTS : BEACH EQUIPMENT CONCESSION

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse	
—	hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and Aggregate.
Bodily injury (each person) bodily injury (each accident),
property damage, bodily injury and property damage
combined.

XX	comprehensive form
XX	owned
XX	hired
XX	non-owned

REAL & PERSONAL PROPERTY

—	comprehensive form	Agent must show proof they have this coverage.
---	--------------------	--

UMBRELLA / EXCESS LIABILITY

Per Occurrence Aggregate

XX	other than umbrella	bodily injury and property damage combined	\$5,000,000	\$5,000,000
----	---------------------	--	-------------	-------------

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

___ * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

CONTRACTOR is required to provide professional liability if engineering and design is used.

CYBER LIABILITY

Per Occurrence Aggregate

___ * Policy to be written on a claims made basis \$3,000,000 \$3,000,000

___ Network Security / Privacy Liability

___ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)

___ Technology Products E&O - \$3,000,000 (only applicable for vendors supplying technology related services and or products)

___ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

CRIME LIABILITY

Per Occurrence Aggregate

___ * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

(1) Certificates of Insurance evidencing the required coverage;

(2) Names and addresses of companies providing coverage;

(3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

Exhibit C
Recordkeeping, Inspection and Audit Procedures
City of Pompano Beach Fishing Pier
Pier Bait & Tackle License Agreement

A. RECORDKEEPING, RECORDS RETENTION AND AUDIT ACCESS

1. CONTRACTOR shall keep full and complete daily records of concession gross sales and expenses resulting from all related services authorized in this agreement.
2. CONTRACTOR shall install and maintain a system for keeping such records of (including but not limited to) all revenue, sales, including entrance fees and all related services as may be reasonably required by the City in accordance with generally accepted accounting principles.
3. CONTRACTOR shall purchase and maintain at its cost an integrated inventory system for recording merchandise bought and sold, which shall include a point of sale system (POS), revenue cash register/system with integrated updating capabilities. Integrated capabilities for inventory and point of sale revenue systems shall be defined as having the capability for the following:
 - a) Each unit of merchandise sold in the point of sales revenue system shall be on a real time update basis or on a batch update basis correspondingly updating the inventory system and available units for sale in inventory and point of sale revenue systems.
 - b) Each unit of merchandise ordered in the inventory system shall be on a real time update basis, or on a batch update basis correspondingly updating the available units for sale in inventory and point of sale revenue systems.
 - c) Detailed and summary reports for the inventory and point of sale revenue system will be run separately for each individual location(s) as detailed in this agreement on a monthly basis. Monthly inventory and point of sale revenue reports shall be run for each location(s) separately, and shall not be combined or data intermixed.
 - d) Each entrance fee shall be recorded as a point of sale in the sales revenue system and be on a real time update or on a batch update basis correspondingly updating the total counts for entrance fees paid and point of sale revenue for the entrance fee.
 - e) The batch update process shall be done on a daily basis at the close of business day for each location(s) for units of inventory received during the business day before running the end of business day inventory and point of sale revenue reports.
 - f) The daily detailed point of sale revenue reports for each business day shall record the number of units of merchandise or entrance fees sold for each item, sales price per unit, extended sales amounts, and sales tax collected, with a total summary number for units of merchandise inventory items or entrance fees sold and the final total dollar amount of all daily sales (and showing date, type and dollar amount). The daily sales revenue amounts should roll up into the monthly revenue report.
 - g) Cash register must have the capability to accept credit/debit cards, cash and coin for payment of entrance fee or merchandise sold.
4. CONTRACTOR shall timely pay the amount due City, on the fifteenth (15th) of the following month, and provide to the City's Recreation Program Administrator or her/his designee, all of the summary reports for the

integrated merchandise inventory and point of sale revenue systems, including point of sale revenue for entrance fees supporting the amounts paid by patrons.

End of the month merchandise inventory balance shall be reconciled with the sales amount; for example, the month end inventory balance should equal the beginning month inventory, plus inventory received, less inventory sold. Any differences should be accounted for and explained in detail.

The City's Recreation Program administrator or his designee will timely review the summary monthly reports of integrated merchandise inventory and point of sale revenue system including point of sale revenue for entrance fee. The review shall include agreeing the amount of the inventory sold for the month, with the sales revenue reported.

The City, City Internal Auditor and any party or parties designated by City or all of them shall at reasonable times during normal business hours have the right to inspect, audit and examine all books, papers, and accounting records (including, but not limited to), reports, cash register tapes, ledgers, journals, bank statements, state sales tax, timesheets, work schedules, etc. of CONTRACTOR relating to (including but not limited to) all sales revenue, entrance fees and related services pertinent to this agreement. The failure of CONTRACTOR to produce any of the records described herein following a request by City agents or City Internal Auditor shall be deemed a material breach and City may terminate this agreement pursuant to the terms specified in the agreement. CONTRACTOR agrees to keep all such books, papers, and records at the COPB Pier Bait & Tackle shop or at some mutually agreed upon local place. In addition, the City and its designee shall have the right to review CONTRACTOR'S system of internal controls relating to (including, but not limited to) sales, revenue, bait and tackle services and to suggest needed changes.

Each dealer defined in Chapter 212, Florida Statutes, each licensed wholesaler, and any other person subject to the tax imposed by Chapter 212, Florida Statute, shall keep and preserve, for a period of five years a complete record of all transactions, together with invoices, bills of lading, gross receipts from sales, resale certificates, consumer exemption certificates and other pertinent records and papers as may be required by the Department of Revenue for the reasonable administration of Chapter 212, Florida Statute, and such books of account as may be necessary to determine the amount of tax due thereunder. All such books, invoices, and other records shall be open for inspection by the Department of Revenue or City representatives at all reasonable hours at the dealer's store, sales office, warehouse or place of business located in this state. Any dealer who maintains such books and records at a point outside this state shall make such books and records available for inspection by the Department of Revenue or City representatives at City Hall. Thus, the City requires CONTRACTOR to retain for a period of five years at a minimum: sales journals, general ledgers, disbursement journals, invoices, bank statements, sales and use tax returns, federal income tax returns, payroll ledgers, daily detail transaction register tape and daily final summary reports of cash register activity.

5. CONTRACTOR shall promptly disburse all taxes required by Federal, State, and local authorities and shall pay any applicable taxes relating to sales and operations. Sales tax computed and collected must ensure compliance with all state sales tax provisions currently in force or as may be amended from time to time. Noncompliance with state sales tax regulations, will subject CONTRACTOR to potential penalties.

6. CONTRACTOR shall be responsible for retaining invoices for the purchased merchandise. Invoices for merchandise shall be specific for the location(s) with adequate detailed item dates, quantity and description to document detailed inventory activity for merchandise sales and inventory modules including the percentage mark-up for inventory.

Detailed and separate delivery tickets or any transfer inventory tickets are required for each location(s) for items to document beginning inventory, additions to and subtractions from inventory due to sales, or subtractions due to transfers from one location to another location, or subtractions due to documented physical counts for each location(s).

Monthly reports to City will provide detailed and summary reports of gross sales and inventory for items sold. Gross sales are defined as the grand total of all sale transactions (amounts collected) without any deductions. Gross sales calculated shall include sales tax collected. Gross sales calculated shall “not” be reduced to include the deducted amount and remitted (expensed out) to the appropriate jurisdictions.

7. CONTRACTOR shall provide an annual revenue report, for the end of the annual year. The revenue report will be due to City on the fifteenth (15th) of the following month, and it shall contain similar information as presented in the previous monthly revenue reports.

8. CONTRACTOR shall maintain a separate bank account for the agreement/contract. Bank deposits will be made intact for all sales and the daily sales revenue will not be reduced (netted) for payments for vendor supplies, or inventory merchandise for C.O.D., deliveries.

End of year inventory will be documented and scheduled annually each year on the last day of each year within the period term. Inventory shall be completed by day end of the agreement/contract annual term anniversary month, on the last day of each year within the period term. The City reserves the right to have a City employee present at the inventory count.

The City's monthly compensation is based on the agreed compensation as detailed in the agreement.

B. DAILY OPERATIONS

1. Customers must receive a sales receipt at the point of sale.
2. A numerical accountability shall be established over the point of sales system (merchandise or entrance fee) for all revenue collected. All point of sales including training transactions, voided transactions etc. shall be maintained to account for the continuity of the numerical accountability. A voided transaction should be marked Void and have a zero-dollar entry as the transaction has been voided. A detailed reason is required for any transaction marked VOID. A transaction for training purposes shall be marked for TRAINING and also have the details on the transaction.
3. All sources of revenue from revenue and sales, including sales tax collected shall be recorded through the POS cash register(s) system. In order to provide for full accountability over sales, the full amount of the sale shall be recorded.
4. In addition, the cash register(s) should provide the control capability to separately account for the use of separate operator(s) or product type code key.



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS**

**T-02-22
BEACH EQUIPMENT CONCESSION**

OPENING: March 17, 2022, 2:00:00 P.M.

**Virtual Zoom Meeting
For access go to:**

<https://pompanobeachfl.gov/pages/meetings>

Issued: February 17, 2022

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
T-02-22
BEACH EQUIPMENT CONCESSION

The City of Pompano Beach (the “City”) is seeking proposals from qualified companies/firms to operate the rental service of beach equipment and cabanas under a contract with the City.

The City will receive sealed proposals until **2:00:00 p.m. (local), March 17, 2022**. Proposals must be submitted electronically through the eBid System on or before the due date and time. Any proposal received after the due date and time specified herein, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City’s eBid System in order to view the solicitation documents and respond to this solicitation. The solicitation documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the zoom link.

Introduction

The City of Pompano Beach is a southeastern Florida coastal city with three (3) miles of beachfront property. One of the City’s adopted strategic plan’s goals is a preferred place to visit, emphasizing the importance of bringing in tourists and visitors to vacation. In efforts to attract visitors and tourists to the main public beach, the City wants to provide rental service of beach equipment and cabanas. This is a common amenity located throughout many cities along the southeast coast of Florida.

A. Objective

The City requires a sole provider (Licensee) to operate the rental service of beach equipment and cabanas to the public in efforts to enhance the number of amenities the City can provide to the public.

B. Services to be provided by Licensee

As part of its responsibilities, Licensee shall provide at a minimum the following services to patrons of the City’s beach:

1. Manage the day-to-day operations of the beach equipment and cabana rental to the public and provide beach equipment rental and services on a year-round basis in order to meet the needs and demands of the public.
2. Beach equipment rental and set up shall only occur in the areas of the main public beach as described below. Beach equipment shall mean chairs, umbrellas, cabanas, wind screens and related beach equipment.



- a. South of the fishing pier – starting 150 yards north of south line of public beach, extending north to 150 yards south of fishing pier and west to 25 yards from lifeguard station. Equipment will not be located within 15 yards of lifeguard stands.
 - b. North of the fishing pier – starting 150 yards north of fishing pier extending north to 150 yards of north boundary line of public beach and west to 25 yards west of lifeguard stand line. Equipment will not be located within 15 yards of lifeguard stands.
 - c. Any beach rental equipment will not exceed line of sight of the following:
 - i. East – between 2 adjacent lifeguard towers (lifeguard visibility)
 - ii. West – between 2 adjacent cement garbage cans placed mid-beach (emergency vehicle access lane). May be on either side of pier.
3. Maintain the general cleanliness of the rented areas including daily collection of debris prior to opening and throughout the day.
4. Retrieve and return beach wheelchair(s) to patrons requesting them. Two beach wheelchairs are located on either side of the pier, behind lifeguard towers 2 and 7.
5. Perform general maintenance on beach wheelchairs and their storage boxes. (Note: City owns the boxes.)

C. Beach Equipment Rental Rules and Regulations

1. Licensee shall provide a written evacuation plan for the prompt removal of all facilities and equipment used in the operations from the beachfront within one (1) hour of notification by appropriate City authorities and within eight (8) hours of

- issuance of a Hurricane Warning by the Broward County Office of Emergency Management. Any vehicle(s) larger than an ATV utilized to move equipment must be approved and escorted onto the beach by Ocean Rescue staff.
2. Beach equipment rental operations shall not occur after sunset.
 3. Beach chairs shall be permitted to remain on the sand overnight, if in good condition, neatly stacked and arranged side by side. A maximum of ten (10) chairs per stack for plastic and four (4) chairs per stack for wood.
 4. Any additional building or storage used for operations will be allowed to remain on the beach, as long as it is well maintained and kept in appropriate areas.
 5. Licensee shall be responsible for any damage caused to City property.
 6. All storage buildings and beach equipment shall be neat, clean and well maintained at all times.
 7. Any advertising of beach equipment shall be preapproved by the City.
 8. Licensee shall adhere to maintenance schedule, set up by the City, and provide personnel to remove cabanas and rental equipment according to that schedule to facilitate cleaning of the municipal beach.
 9. City will not provide free parking for Licensee and employees.
 10. Licensee may install signage to promote the sale of its merchandise and services with the preapproval from the City on size, wording, phone app or numbers, QR codes, etc.
 11. Any additional buildings and/or storage required by Licensee shall conform to all applicable City codes and building requirements. These items shall remain the property of the City upon termination of the agreement. Size and color of storage shall be decided by the Parks and Recreation department.
 12. Licensee shall only be authorized to rent beach equipment preapproved by the City. Additional items that Licensee wishes to be added shall be subject to review by the City prior to implementing.
 13. Licensee shall establish rates approved by the City for the renting of beach equipment and services. Rates must be on file with the City of Pompano Beach and posted visibly by Licensee. Any revisions to the rates must be preapproved by the City prior to posting and implementing.

Any violations of above listed rules and regulations may result in the closing of operations and confiscation of all equipment by the City.

Beach Equipment

1. All umbrellas, chairs and cabanas will be blue and white.
2. Rental equipment and services shall be limited to only the rental of beach chairs and lounges, beach umbrellas and cabanas. Licensee must not rent the following equipment to the public: jet skis, wave runners, motorboats, sailboats, kayaks, scuba equipment or kit boarding. Licensee shall be allowed to rent boogie boards, paddle boards, and snorkel equipment.
3. Licensee is responsible for all repairs to equipment.
4. All beach equipment must meet the following minimum specifications:
 - a. Strap Lounge

- i. Style: Chaise Lounge
 - ii. Construction: Aluminum
 - iii. Size: 79.5 x 24
 - iv. Weight: 19 lbs
 - v. Frame color: off white
 - vi. Stacking quantity: 10
 - vii. Strap Colors: blue and white
 - b. Double Wooden Lounge
 - i. Construction: Pressure treated pine with galvanized hardware
 - ii. Size: 13"H x 36"W x 72"L
 - c. Cabana
 - i. Fabric: Sunbrella
 - ii. Size: 52"H x 47"L x 57" W
 - iii. Construction: Aluminum Ribs and stainless-steel bolts
 - iv. Color: Blue
 - d. Umbrella
 - i. Fabric: Sunbrella
 - ii. Size: 7.5' h x 8' W
 - iii. Color: Blue
 - e. Cushion for Lounge
 - i. Fabric: Texaline
 - ii. Thickness: 3"
 - iii. Color: Blue
 - iv. Size: 69.5" x 22.5"
5. City will have the right to inspect equipment periodically to determine its condition. If the equipment does not meet the City Standards the Licensee shall repair or replace to meet City Standards.
 6. At all times, cabanas shall be placed with a minimum clearance of ten (10) feet between each cabana on all sides.
 7. Placement of equipment shall never interfere with Ocean Rescues' observation of the public for said public's welfare and safety.
 8. The City is liable for any damage or injury by water, including, but not limited to water breakage, leakage or obstruction of the water.

Management

1. All employees shall wear identification badge and uniform and must present themselves in a professional and courteous manner during hours of operation.
2. Responsible for hiring and managing its own staff to operate rental area. All staff shall be a minimum of eighteen years old.
3. Shall provide prompt response, and, if necessary, action, to any complaints.
4. Shall inform City of any repairs or maintenance necessary to the rental area.
5. Shall inform City in writing, within 24 hours, of any accidents that occurred in rental area in which damage to property or injury occurs.

6. Shall not make any improvements, additions or repairs to licensed area without prior approval from the City.

Licensee shall conduct criminal background checks prior to the start of any and all employees. Licensee is responsible for the cost of the background check. The City reserves the right to approve or reject, for any reason, the Licensee's staff assigned to the operations under this agreement/contract at any time.

Compensation and Reporting

1. Licensee shall collect all monies for rental of beach equipment and services.
2. Licensee shall be responsible for payment of all Florida sales tax for all revenue collected.
3. Licensee shall provide City compensation for this license, which may be in the form of a percentage of gross sales, flat rates or alternative method agreeable by both parties.
4. This report to the City is due within fifteen (15) days after the previous month.
5. Licensee shall be responsible to pay any and all sales taxes and other charges of any nature or kinds which may occur.
6. Licensee shall furnish to the City an annual financial report, prepared by an independent certified public accountant within sixty (60) calendar days of the end of each annual agreement period.

Rules for Use of Motor Vehicles and Small Off-Road Vehicles on Beach

1. "Small off-road vehicle" shall mean golf carts and all-terrain vehicles (ATV's) and any trailer attachment. The Licensee shall have approved safety certification in files and present the certificate to City if asked requested.
2. Licensee motor vehicle, small off-road vehicle and any trailer attached shall only be allowed on beachfront for purposes of supplying the concession operation and to initially deploy equipment at the beginning of the day, remove equipment at the close of operations each day and must be removed from the beachfront immediately thereafter. Anyone operating a motor vehicle or small off-road vehicle on behalf of Licensee must have a current Florida driver's license. Supplying and removing will only be permitted during regular business hours and shall be completed safely. No motor vehicle, or small off-road vehicle will be permitted on the beach after sunset or prior to sunrise. Access to the beach will only be permitted via the predetermined and assigned beach access points.
3. Vehicle speed, operated on the beachfront, shall not exceed five (5) mph.
4. Vehicle must have signage, on each side, with the name of the Licensee.
5. Licensee shall be limited to one (1) small off-road vehicle and one (1) attached trailer to supply and service Licensee operation.
6. Upon entering beach area, vehicle lights must come on.
7. During operation of vehicle, passenger and drive front windows must be down.
8. All small off-road vehicles must stay in hard packed sand, west of area provided by Ocean Rescue.

9. Licensee shall comply, at all times, with all rules for use of Motor Vehicles and Small Off-Road Vehicles on the Municipal Beach. Under no circumstance, shall any vehicle travel under the municipal pier.
10. City will review the safety courts certificates from Licensee in order to obtain authorization to utilize small off-road vehicle and trailer on the beach and inform beach patrol of said authorization.

1. Scope of Services

FACILITIES AND SERVICES PROPOSED

The intent of this Request for Proposals (RFP) is to receive proposals that must clearly describe in detail the facilities, and the scope of services proposed. Include details of your approach and work plans. A statement must be included which explains why your approach and plan would be the most effective and beneficial to the City. Lastly, the proposal must include the total and comprehensive revenue benefits to the City based upon the proposed rent or percentage payments pursuant to the gross revenue, whichever is greater.

Qualifications: Proposers must provide evidence that they are fully competent and have the necessary staff, facilities and financial resources to develop and operate the Property. Staff members with appropriate expertise must be noted. The City will consider the Proposer's financial capacity and strength. The submittal shall include documentation indicating the ability to secure financing for the project. Indicate the financing structure contemplated for this project and Proposer's equity position. Alternatively, provide adequate information for the City to determine the credit worthiness of the Proposer. Proposer shall be required to provide a combination of audited (or reviewed) financial statements, bank statements and bank commitment letters, or some combination thereof. The City reserves the right to require additional information regarding the Proposer's ability to secure financing as it deems necessary.

2. Term of Agreement/Contract

The term of agreement/contract will be five (5) years, with the option to renew for a maximum of one (1) additional five-year period, subject to mutual agreement/contract.

3. Monthly Payments

Proposer is to indicate the amount in its proposal that it will pay to the City as rent for the lease of the land and the proposed percentage of gross revenue. The Awarded Proposer will pay to the City monthly payments (based on fiscal year) in advance of each month, as indicated in its proposal, in full accordance with all terms and conditions as set forth in this RFP, which will become part of said agreement/contract.

The minimum monthly payment payable to the City for the first Agreement/Contract Term shall be the minimum annual guarantee divided by twelve (12), as proposed herein, or a percentage of annual gross revenue, whichever is the greater of the two. If the percentage

of annual gross revenue exceeds the proposed minimum annual guarantee, the Awarded Proposer will remit the additional amount to the City in one payment within ninety (90) calendar days of the end of that calendar year. The minimum monthly payment payable to the City for any renewal period shall be subject to negotiation. Beginning upon commencement of the agreement/contract, and then fifteen (15) calendar days prior to the beginning of each month thereafter, the Awarded Proposer shall pay the monthly payment. Monthly lease payment is to include applicable sales tax.

In the event the Awarded Proposer fails to make any payments to the City more than seven (7) days after the same is due, the Awarded Proposer shall pay to the City for such privilege an additional charge of One Hundred Dollars (\$100.00) per day for each day's delay in payment retroactive to the first day each payment was due. In the event that a delinquent payment and resulting penalties are due, any payments received will first be applied to the penalty amount, prior to being applied to the payment due. In this respect, the \$100 penalty fee shall occur until the monthly payment and all applicable penalties are paid in full.

4. Letter of Credit

The Awarded Proposer shall be required to provide a continuous security in the form of an Irrevocable Letter of Credit in a form acceptable to the City. This Irrevocable Letter of Credit will provide a source of funds to help cover any damages to the City upon failure of the Awarded Proposer to perform any or all of its obligations under the terms of this RFP and resultant agreement/contract. The Awarded Proposer shall provide the initial Irrevocable Letter of Credit to the City fifteen (15) days in advance of the effective date of the Development Agreement and a new Irrevocable Letter of Credit shall be provided thirty (30) days prior to the expiration of the current period to provide security for the succeeding period. Each Irrevocable Letter of Credit shall be in an amount equal to the guaranteed rent for that period.

The failure to provide a new Irrevocable Letter of Credit in a form acceptable to the City, in the times indicated previously, shall be a breach of the agreement/contract and entitle the City to demand payment under the outstanding document. Demand by the City under the Irrevocable Letter of Credit does not act as a waiver of any other rights or remedies that the City may have.

5. Required Proposal Submittal

Submission/Format Requirements

Sealed proposals must be submitted electronically through the eBid System on or before the due date and time indicated previously. Proposer shall upload response as one (1) file to the eBid System. The financial statements should be uploaded as a separate file from the proposal to the Response Attachments tab in the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB, the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal:

In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below.

Title Page:

Show the project name and number, the name of the Proposer's company/firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly explain the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make decisions for the Proposer, title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Qualifications:

Proposer must present evidence that it is fully competent and has the necessary staff, facilities and financial resources to develop and operate the Property. Staff members with appropriate expertise must be noted.

Financial Information:

Provide a copy of the most recent audited financial statements for the proposing firm. If audited financial statements are not available, provide a copy of the most recent compiled financial statements, and a copy of the most recent tax form.

You may include additional information that will assist the City in the evaluation of the financial stability of your firm.

References:

Submit a client reference list, including the name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:

Disclose any litigation within the past five (5) years arising out of your firm's performance.

Other Information: Any additional information to assist the City in its evaluation of each proposal and optional additions to the Proposer's base proposal, if any, must also be included. Proposer may submit any unique information that it believes the City should consider when evaluating its proposal.

City Forms:

The Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System. The City reserves the right to request additional information to ensure the Proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its

financial solvency. The City may at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

6. Insurance

Awarded Proposer shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

Awarded Proposer is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by Awarded Proposer, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Awarded Proposer under this Agreement.

Throughout the term of this Agreement, Awarded Proposer and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Section 440, Florida Statutes, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Awarded Proposer is obligated to pay compensation to employees engaged in the performance of the work.

Awarded Proposer further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Awarded Proposer's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
— explosion & collapse hazard	
— underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
— sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
<hr/>	
AUTOMOBILE LIABILITY:	Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX comprehensive form	
XX owned	
XX hired	
XX non-owned	
<hr/>	
REAL & PERSONAL PROPERTY	
— comprehensive form	Agent must show proof they have this coverage.

UMBRELLA / EXCESS LIABILITY		Per Occurrence	Aggregate
------------------------------------	--	----------------	-----------

XX	other than umbrella	bodily injury and property damage combined	\$5,000,000	\$5,000,000
----	---------------------	--	-------------	-------------

PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
-------------------------------	--	----------------	-----------

___	* Policy to be written on a claims made basis		\$1,000,000	\$1,000,000
-----	---	--	-------------	-------------

Awarded Proposer is required to provide professional liability if engineering and design is used.

CYBER LIABILITY		Per Occurrence	Aggregate
------------------------	--	----------------	-----------

___	* Policy to be written on a claims made basis		\$3,000,000	\$3,000,000
-----	---	--	-------------	-------------

___	Network Security / Privacy Liability		
___	Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)		
___	Technology Products E&O - \$3,000,000 (only applicable for vendors supplying technology related services and or products)		
___	Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.		

CRIME LIABILITY		Per Occurrence	Aggregate
------------------------	--	----------------	-----------

___	* Policy to be written on a claims made basis		\$1,000,000	\$1,000,000
-----	---	--	-------------	-------------

(3) If Professional Liability insurance is required, Awarded Proposer agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. Awarded Proposer and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the Awarded Proposer, the Awarded Proposer shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. Awarded Proposer hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Awarded Proposer shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Awarded Proposer enter into such an agreement on a pre-loss basis.

7. Selection/Evaluation Process

A Selection/Evaluation Committee (the "Committee") will be appointed to select the most qualified company(ies)/firm(s). The Committee will present its findings to the City Commission.

Proposals will be evaluated using the following criteria:

<u>Line</u>	<u>Criteria</u>	<u>Point Range</u>
A.	Prior experience with projects of similar size: Number of similar projects Prior experience with the City of Pompano Three (3) reference	0-15
B.	Qualification of personnel: Ready to Mobilize at start of contract Number of staff Experience of staff in this type of environment	0-10
C.	Availability of personnel: Current number of concession contracts	0-10
D.	Proximity of the headquarters or nearest office to the City of Pompano Beach	0-5
E	Financial Responsibility	0-20

F.	Beach Equipment Rental Type (cabanas, chaises, umbrellas, floats, etc.) Age of equipment Schedule of rental fees for all equipment indicated above Marketing Plan	0-20
G	Payment guarantees to the City	0-20
Total		100

NOTE:

Financial statements or other financial information that are required as submittals to prequalify for a solicitation will be exempt from public disclosure; however, financial statements or other financial information submitted to prequalify for a solicitation, and were not required by the City, may be subject to public disclosure.

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the company/firm with the lowest value of work as a prime contractor on City projects within the last five years will receive the higher ranking, the company/firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each company/firm should submit documentation that evidences the company's/firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet the company's/firm's representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the Committee shall furnish the City Commission (for its approval) a listing, in ranked order, of no fewer than three companies/firms deemed to be the most highly qualified to perform the service. If three or less companies/firms respond to this RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses itself and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

8. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

9. Right to Audit

Awarded Proposer's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of Successful and Unsuccessful Proposers), originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awarded Proposer or any of its payees pursuant to the execution of the agreement/contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For the purpose of such audits, inspections, examinations and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by City to Awarded Proposer pursuant to the agreement/contract.

City's agent or its authorized representative shall have access to the Awarded Proposer's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Awarded Proposer shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Awarded Proposer pursuant to the agreement/contract.

10. Retention of Records and Right to Access

The City is a public agency subject to Section 119, Florida Statutes. The Awarded Proposer shall comply with Florida's Public Records Law, as amended. Specifically, the Awarded Proposer shall:

- A. Keep and maintain public records required by the City in order to perform the service;
- B. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
- D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Awarded Proposer does not transfer the records to the City; and

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

11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the company/firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from companies/firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of companies/firms.

12. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any agreement/contract with the City.

13. Independent Contractor

The Awarded Proposer will conduct business as an independent contractor under the terms of the agreement/contract. Personnel services provided by the company/firm shall be by employees of the company/firm and subject to supervision by the company/firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under the agreement/contract shall be those of the company/firm.

14. Staff Assignment

The City reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. Agreement/Contract Terms

The agreement/contract resulting from this RFP shall include, but not be limited to the following terms:

The agreement/contract shall include as a minimum, the entirety of this solicitation, together with the successful proposal. Agreement/Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the Awarded Proposer, its employees, agents or servants during the performance of the agreement/contract, whether directly or indirectly, Awarded Proposer agrees to reimburse the City for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. Waiver

It is agreed that no waiver or modification of the agreement/contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the agreement/contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as provided herein. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. Survivorship Rights

The agreement/contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. Termination

The agreement/contract resulting from this RFP may be terminated by the City without cause upon providing Awarded Proposer with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the agreement/contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the agreement/contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. Manner of Performance

Proposer agrees to perform its duties and obligations under the agreement/contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the agreement/contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within its designated duties. Proposer agrees to furnish the City with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of the agreement/contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of agreement/contract.

20. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to the City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of RFP documents was obtained from the eBid System or from the Purchasing Division of the General Services Department only and no alteration of any kind has been made to the solicitation. Exceptions or deviations may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award agreement/contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

22. Standard Provisions

A. Governing Law

Any agreement/contract resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement/contract will be in Broward County, Florida.

B. Licenses

In order to perform public work, the Awarded Proposer shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor's and Business Licenses if required by state statutes or local ordinances.

C. Conflict of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to Section 112.313, Florida Statutes

D. Drug Free Workplace

The Awarded Proposer will be required to verify it will operate a “Drug Free Workplace” as set forth in Section 287.087, Florida Statutes.

E. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a agreement/contract to provide any goods or services to a public entity, may not submit a proposal on a agreement/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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under agreement/contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

F. Patent Fees, Royalties, And Licenses

If the Awarded Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Awarded Proposer and its surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage, which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

G. Permits

The Awarded Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the scope of services, tasks, deliverables, terms and conditions as set forth herein and to conform to the requirements of said legislation.

H. Familiarity with Laws

It is assumed the selected company(ies)/firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this solicitation. Ignorance on the part of the company/firm will in no way relieve the company/firm from responsibility.

I. Withdrawal of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the City of Pompano Beach, General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

J. Composition of Project Team

Company(ies)/Firm(s) are required to commit that the principals and personnel named in the proposal will perform the services throughout the agreement/contract term unless otherwise provided for by way of a negotiated agreement/contract/written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

K. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Section 218, Florida Statutes, payment will be made within forty-five (45) days after receipt of a proper invoice.

L. Public Records

1. The City is a public agency subject to Section 119, Florida Statutes. The Awarded Proposer shall comply with Florida's Public Records Law, as amended. Specifically, the Awarded Proposer shall:
 - i. Keep and maintain public records required by the City in order to perform the service;
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law;

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Awarded Proposer does not transfer the records to the City; and
 - iv. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Awarded Proposer, or keep and maintain public records required by the City to perform the service. If the Awarded Proposer transfers all public records to the City upon completion of the agreement/contract, the Awarded Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Awarded Proposer keeps and maintains public records upon completion of the agreement/contract, the Awarded Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
2. Failure of the Awarded Proposer to provide the above described public records to the City within a reasonable time may subject Awarded Proposer to penalties under Section 119.10, Florida Statutes as amended.

PUBLIC RECORDS CUSTODIAN

IF THE AWARDED PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF SECTION 119, FLORIDA STATUTES TO THE AWARDED PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT/CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

23. Questions and Communication

All questions regarding this RFP are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addendum/Addenda will be posted to this RFP in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to this RFP.

24. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addendum is issued to this RFP, the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting its response, to contact the Purchasing Division of the General Services Department at (954) 786-4098 to determine if an addendum was issued and to make such addendum a part of its proposal. Any Addendum will be posted to this RFP in the eBid System.

25. Contractor Performance Report

The City will utilize the Contractor Performance Report to monitor and record the Awarded Proposer's performance for the work specified by the agreement/contract. The Contractor Performance Report has been included as an attachment to this RFP.

PROPOSER INFORMATION PAGE

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

RFP _____,
(Number) (Title)

To: The City of Pompano Beach, Florida

The below named company/firm hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in this RFP. I have read this RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept agreement/contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Proposer's Name: _____

Vendor FEIN: _____

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of the Proposer, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify

**CONFLICT OF INTEREST:**

For purposes of determining any possible conflict of interest, all proposers must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Section 112.313, Florida Statutes.)

No ____ Yes ____

CATEGORY	RATING	COMMENTS
1. Quality Assurance/Quality Control - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
2. Record Keeping -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
3. Close-Out Activities - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
4. Customer Service - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
5. Cost Control - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
6. Construction Schedule - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	
SCORE	_____	ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED

RATINGS

Poor Performance (1.0 – 1.59): Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

Satisfactory Performance (1.6 – 2.59): Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

Excellent Performance (2.6 – 3.0): Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customer's expectations are exceeded.

Would you select/recommend this contractor again? _____ Yes _____ No

Please attach any supporting documents to this report to substantiate the ratings that have been provided.

Ratings completed by (print name)

Ratings completed by signature

Date

Department Head (print name)

Department Head Signature

Date

Vendor Representative (print name)

Contractor Representative Signature

Date

Comments, corrective actions etc., use additional page if necessary:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Calendar Year (January to December)	Gross Sales
2019	\$143,196.55
2020	\$116,143.77



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

March 14, 2022

ADDENDUM #1, RFP T-02-22

Beach Equipment Concession

To Whom It May Concern,

The following changes have been made to RFP T-02-22, page 2 of 27:

- Item B2c(ii) currently reads:

West – between 2 adjacent cement garbage cans placed mid-beach (emergency vehicle access lane).

- Item B2c(ii) has been revised to read:

West – between 2 adjacent cement garbage cans placed mid-beach (emergency vehicle access lane). May be on either side of pier.

- Item B4 has been added to read:

Retrieve and return beach wheelchair(s) to patrons requesting them. Two beach wheelchairs are located on either side of the pier, behind lifeguard towers 2 and 7.

- Item B5 has been added to read:

Perform general maintenance on beach wheelchairs and their storage boxes. (Note: City owns the boxes.)

The following changes have been made to RFP T-02-22, pages 2 and 3 of 27

- Item C (1) currently reads:

Licensee shall provide a written evacuation plan for the prompt removal of all facilities and equipment used in the operations from the beachfront within one (1) hour of notification by appropriate City authorities and within eight (8) hours of issuance of a Hurricane Warning by the Broward County Office of Emergency Management.

- Item C (1) has been revised to read:

Licensee shall provide a written evacuation plan for the prompt removal of all facilities and equipment used in the operations from the beachfront within one (1) hour of notification by appropriate City authorities and within eight (8) hours of issuance of a Hurricane Warning by the Broward County Office of Emergency Management. Any vehicle(s) larger than an ATV utilized to move equipment must be approved and escorted onto the beach by Ocean Rescue staff.

- Item C (10) currently reads:

Licensee may install signage to promote the sale of its merchandise and services with the preapproval from the City on size, wording, numbers, etc.

- Item C (10) has been revised to read:

Licensee may install signage to promote the sale of its merchandise and services with the preapproval from the City on size, wording, phone app or numbers, QR codes, etc.

Addendum #1 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions has passed.

The deadline for acceptance of proposals in the eBid system is **2:00:00 p.m. (local), March 17, 2022.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Tammy R. Thompkins, Purchasing Agent

cc: website



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

March 16, 2022

ADDENDUM #2, RFP T-02-22

Beach Equipment Concession

To Whom It May Concern,

The following changes have been made to RFP T-02-22, beginning on page 9 of 27:

- Section 6 "Insurance" currently reads:

The insurance described herein reflects the insurance requirements deemed necessary for the agreement/contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The Awarded Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage has been received and approved by the City's Risk Manager.

If you are responding to this solicitation and have questions regarding the insurance requirements hereunder, please contact the City's General Services Department at (954) 786-4098. If the agreement/contract has already been awarded, please direct any inquiries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/agreement/contract.

Awarded Proposer is responsible for delivering to the City for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City as an additional insured on all such coverage.

Throughout the term of the agreement/contract, City, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by the agreement/contract, including limits, coverages or endorsements. City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as City's review or acceptance of insurance maintained by Awarded Proposer, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Awarded Proposer under the agreement/contract.

Throughout the term of the agreement/contract, Awarded Proposer and all subcontractors or other agents hereunder, shall, at its sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Awarded Proposer is obligated to pay compensation to employees engaged in the performance of the work. Awarded Proposer further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims, which arise from Awarded Proposer's negligent acts or omissions in connection with Awarded Proposer's performance under this agreement/contract.
- 2) Such Liability Insurance shall include the following checked types of insurance and indicated minimum policy limits:

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum \$2,000,000 Per Occurrence and \$5,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
XX explosion & collapse hazard	
XX underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
XX sexual abuse/molestation	
XX liquor legal liability	
<hr/>	
AUTOMOBILE LIABILITY:	Minimum \$2,000,000 Per Occurrence and \$5,000,000 Per Aggregate
XX comprehensive form	
— owned	
— hired	

Addendum #2, T-02-22

___ non-owned

REAL & PERSONAL PROPERTY

XX comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

XX	other than umbrella	bodily injury and property damage combined	\$5,000,000	\$5,000,000
----	---------------------	--	-------------	-------------

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX	* Policy to be written on a claims made basis	\$2,000,000	\$5,000,000
----	---	-------------	-------------

- (3) If Professional Liability insurance is required, Awarded Proposer agrees the indemnification and hold harmless provisions of the agreement/contract shall survive the termination or expiration of the agreement/contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

- C. Employer's Liability. Awarded Proposer and all subcontractors shall, for the benefit of its employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
- D. Policies: Whenever, under the provisions of the agreement/contract, insurance is required of the Awarded Proposer, the Awarded Proposer shall promptly provide the following:
- (1) Certificates of Insurance evidencing the required coverage;
 - (2) Names and addresses of companies providing coverage;
 - (3) Effective and expiration dates of policies; and
 - (4) A provision in all policies affording City thirty (30) days written notice by a Carrier of any cancellation or material change in any policy.
- E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company/firm shall provide thirty (30) days written notice to the City.

- F. Waiver of Subrogation. Awarded Proposer hereby waives any and all right of subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement/contract to waive subrogation without an endorsement, then, Awarded Proposer shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Awarded Proposer enter into such agreement/contract on a pre-loss basis.
- G. The Awarded Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of agreement/contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

- Section 6 "Insurance" has been revised to read:

Awarded Proposer shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

Awarded Proposer is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by Awarded Proposer, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Awarded Proposer under this Agreement.

Throughout the term of this Agreement, Awarded Proposer and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Section 440, Florida Statutes, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Awarded Proposer is obligated to pay compensation to employees engaged in the performance of the work. Awarded Proposer further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Awarded Proposer's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and Aggregate.
Bodily injury (each person) bodily injury (each accident),
property damage, bodily injury and property damage
combined.

XX comprehensive form
XX owned

Addendum #2, T-02-22

XX hired
 XX non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

UMBRELLA / EXCESS LIABILITY

	Per Occurrence	Aggregate
--	----------------	-----------

XX other than umbrella	bodily injury and property damage combined	\$5,000,000 \$5,000,000
------------------------	---	------------------------------

PROFESSIONAL LIABILITY

	Per Occurrence	Aggregate
--	----------------	-----------

___ * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
---	-------------	-------------

Awarded Proposer is required to provide professional liability if engineering and design is used.

CYBER LIABILITY

	Per Occurrence	Aggregate
--	----------------	-----------

___ * Policy to be written on a claims made basis	\$3,000,000	\$3,000,000
---	-------------	-------------

___ Network Security / Privacy Liability

___ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)

___ Technology Products E&O - \$3,000,000 (only applicable for vendors supplying technology related services and or products)

___ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

CRIME LIABILITY

	Per Occurrence	Aggregate
--	----------------	-----------

___ * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
---	-------------	-------------

(3) If Professional Liability insurance is required, Awarded Proposer agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. Awarded Proposer and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the Awarded Proposer, the Awarded Proposer shall promptly provide the following:

(1) Certificates of Insurance evidencing the required coverage;

Addendum #2, T-02-22

- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. Awarded Proposer hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Awarded Proposer shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Awarded Proposer enter into such an agreement on a pre-loss basis.

Addendum #2 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions has passed.

The deadline for acceptance of proposals in the eBid system is **2:00:00 p.m. (local), March 17, 2022.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Tammy R. Thompkins, Purchasing Agent

cc: website



T-02-22 Addendum 2

Boucher Brothers Management Inc

Supplier Response

Event Information

Number: T-02-22 Addendum 2
 Title: Beach Equipment Concession
 Type: Request for Proposals
 Issue Date: 2/17/2022
 Deadline: 3/17/2022 02:00 PM (ET)
 Notes: The City of Pompano Beach (the "City") is seeking proposals from qualified companies/firms to operate the rental service of beach equipment and cabanas under a contract with the City. The City will receive sealed proposals until **2:00:00 p.m. (local), March 17, 2022**. Proposals must be submitted electronically through the eBid System on or before the due date and time. Any proposal received after the due date and time specified herein, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer. Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The solicitation documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the zoom link.

Contact Information

Contact: Tammy Thompkins
Address: Purchasing
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060
Phone: (954) 786-4098
Fax: (954) 786-4168
Email: purchasing@copbfl.com

Boucher Brothers Management Inc Information

Contact: Adam Cedrati
 Address: 1451 Ocean Drive Suite 205
 Miami Beach, FL 33139
 Phone: (130) 553-5877
 Email: adam.cedrati@boucherbrothers.com
 Web Address: www.boucherbrothers.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Adam Cedrati

Signature

Submitted at 3/17/2022 12:16:19 PM

adam.cedrati@boucherbrothers.com

Email

Supplier Note

Please contact us should you require any additional information. Thank you for your consideration. Boucher Brothers

Requested Attachments

Proposal Package

Boucher Brothers Pompano Beach Final Response RFP T-02-22.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 250 mb the response must be split and uploaded as two (2) separate files.

Financial Statement

Boucher Brothers Financials - CONFIDENTIAL.pdf

To permit the City to comply with Section 119.071 of Florida Statutes, exempting financial statements from public records, please do not include confidential financial statements in your proposal. Attach financial statements here, and label them "CONFIDENTIAL."

Bid Attributes

1 Extension of prices, terms and conditions to other governmental entities

If awarded the contract resulting from this bid, will your company agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, agreement not required for contract award.) All Purchases made by other governmental entities shall be understood to be transactions between that entity and the awarded vendor; the City of Pompano Beach shall not be a party to or be responsible for any such purchases. Indicate by selecting yes or no from the drop down menu.

Yes

2 Drug-Free Workplace

Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., indicate that by selecting yes in the drop down menu.

3 Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. Select yes for Agree, No for disagree on the drop down menu.

4 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.) Indicate yes or no below with the drop down menu.

5 Acknowledgement of Addenda

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

☒ Yes (Yes)
6 Terms & Conditions

Check the box indicating you agree to the terms and conditions of this solicitation.

☒ Agree (Agree)



Supplier Award
T-02-22 Addendum 2
Beach Equipment Concession
Award Date: 5/10/22
Boucher Brothers Management Inc

Contact Information

Contact: Tammy Thompkins

Address: Purchasing

1190 NE 3rd Avenue

Building C

Pompano Beach, FL 33060

Phone: (954) 786-4098

Fax: (954) 786-4168

Email: purchasing@copbfl.com

Boucher Brothers Management Inc

Contact: Adam Cedrati

Address: 1451 Ocean Drive Suite 205

Miami Beach, FL 33139

Phone: (130) 553-5877

Email: adam.cedrati@boucherbrothers.com

Supplier Note

Please contact us should you require any additional information. Thank you for your consideration. Boucher Brothers



RESPONSE TO REQUEST FOR PROPOSALS
(RFP) T-02-22
CITY OF POMPANO BEACH
BEACH EQUIPMENT CONCESSION



RFP ISSUANCE DATED: FEBRUARY 17, 2022
PROPOSALS DUE: MARCH 17, 2022 @ 2:00 PM

TITLE PAGE

Pompano Beach Request for Proposals T-02-22 – Beach Equipment Concession

Boucher Brothers Management Inc., a Florida Corporation (hereinafter referred to as Boucher Brothers) on behalf of Boucher Brothers Pompano Beach, LLC, a Florida Limited Liability Company.

Boucher Brothers Pompano Beach, LLC – F.E.I.N. – 81-2972480

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

James R. Boucher – President & CEO – 305-535-8177
Adam A. Cedrati – CFO – 305-535-8177 ext. 120

March 17, 2022

Table of Contents

- Title Page
- Table of Contents
- Letter of Transmittal
- Qualifications
- Financial Information
- References
- Litigation
- Other Information:
 - Profile of the Proposer/Operational Plan and Approach
 - Project Scope Section/ Concept Statement/ Products & Pricing/Marketing Plan
- City Provided Forms to be Returned – RFP T-02-22
- Proposal Surety and Insurance

Letter of Transmittal

March 17, 2022

Ms. Cassandra LeMasurier
 Purchasing Supervisor
 City of Pompano Beach
 Purchasing Office
 1190 N.E. 3rd Avenue, Bldg., C
 Pompano Beach, FL 33060

Dear Ms. LeMasurier:

Boucher Brothers is privileged to respond to the City of Pompano Beach's Request for Proposals T-02-22 for Beach Equipment Concession Services. Boucher Brothers Pompano Beach, LLC is an affiliate of Boucher Brothers Management, Inc. ("BBMI") and provides the SAME OWNERSHIP, outstanding SENIOR management TEAM, OPERATIONAL PERSONNEL, experience, and expertise as Boucher Brothers Management, Inc. (hereinafter referred to as "Boucher Brothers").

Boucher Brothers has over 33 years of experience managing beach concessions. We have proudly served as the City of Pompano Beach's Concessionaire since July 2016. To maximize its' revenue potential and service to the City of Pompano Beach's residents and visitors, Boucher Brothers proposes to offer a fresh, new delivery of five-star hospitality on its beaches and proposes to offer improved new equipment and services, with exacting attention to detail, including:

- Personalized, concierge-like service
- Upgraded new equipment
- Enhanced activities for residents and tourists

Boucher Brothers will operate and maintain high-quality beach concession offerings for the City of Pompano Beach.. Our experience in running public facilities will ensure that this facility will be properly maintained and will be always kept clean and orderly. We will strive to create an atmosphere that is suitable for families with young children. We understand how important the beach concession is to the City of Pompano Beach. The beach's performance has a direct reflection on the City and therefore, we will undertake annual reviews to assess our performance. This will be done in several ways including, but not limited to:

- Patron Feedback
- Third-party surveys
- Consumer reviews

- Conformity to the operator's responsibilities
- Compliance with State and Local Law
- Maintenance of required licenses and certifications

Our vision is to provide a world-class experience to the guests who visit the cities and beaches we service. We are committed to providing our guests with the finest service, along with the best beach amenities available to ensure a great beach experience is provided. Our goal is to make a difference every day and strive to get better at what we do. Boucher Brothers prides itself on service and we are proud of our Trip Advisor guest comments and statistics, which reaffirm our commitment to service along with the ultimate recognition of being a Five Star Diamond Award Winner for over ten years.

Based on the above and our detailed response, we feel that we are more than qualified to operate and manage the proposed beach concession services (the "Concession"). Our reputation is beyond reproach and we would be proud to continue serving the patrons of Pompano Beach.. Our management team has the excess capacity and financial ability to effectively manage and operate the Concession exacting standards set forth by the City. If awarded the bid, we would be able to commence the operation immediately following execution of an agreement.

In an evolving, post-COVID, service-oriented industry, our government clients understand that running a first-class operation requires first class equipment with competent and experienced staff. This business model impacts costs as well as profits for the property owner/governments, and for the operator. However, it results in a professional, high-end operation which ultimately generates more customer satisfaction and eventually higher revenues for the owner and the operator. Boucher Brothers is proud to conduct its business this way and therefore cannot compromise our reputation by delivering substandard service and equipment.

The primary contact person for the purposes of this solicitation is James R. Boucher, who can be reached at (305) 535-8177.

Sincerely,

James R. Boucher - President & CEO
Boucher Brothers
1451 Ocean Drive, Suite 205
Miami Beach, FL 33139
305-535-8177
jboucher@boucherbrothers.com

EXPERIENCE & QUALIFICATIONS:

EXPERIENCE

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

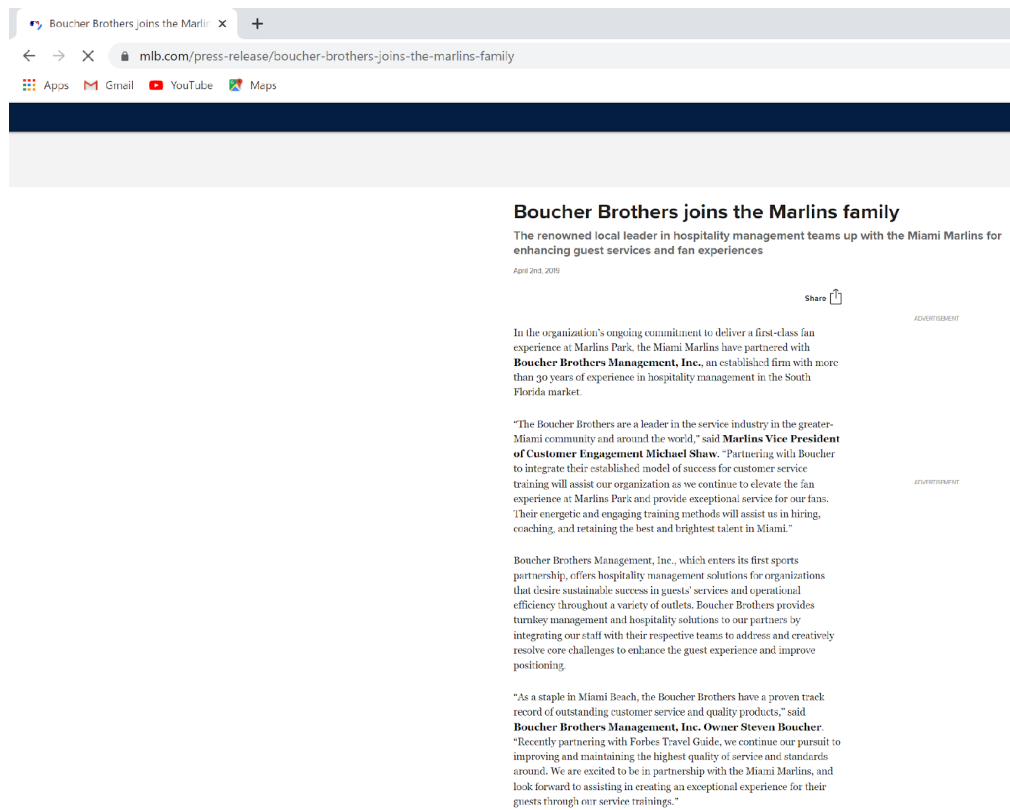
- Eight (8) municipal contracts: Miami Beach/Lummus Park, Ocean Terrace; Miami Beach/21st Street & 46th Street Beach and Concession stands; Miami Dade County-Haulover Beach; Fort Lauderdale; City of Hollywood, City of Pompano Beach, Siesta Beach Park (Sarasota County) and Virginia Beach
- Contributed over \$445,000 of rent to the City of Pompano Beach since inception of our contract for Beach Concession Services.
- Manage beaches for over 50 hotels
- Contracted by over 110 hotels and condominiums to provide concession services.
- Serving patrons in excess of 15,000 hotel rooms
- Catering to residents of 5,300 condominium units at eight condominium buildings.
- Providing food and beverage services across multiple locations that produce combined annual revenues in excess of \$10 Million Dollars
- Providing in excess of 18,000 chairs.
- Providing concession services to 80 blocks of public beaches.
- Operating beach concessions in over 24 Cities of which 22 are located in Florida, include the following locations:
 - o Bal Harbour, FL
 - o Boca Raton, FL
 - o Clearwater, FL
 - o Daytona, FL
 - o Deerfield, FL
 - o Fernandina Beach, FL
 - o Fort Lauderdale, FL
 - o Hallandale, FL
 - o Hollywood, FL
 - o Jenson Beach, FL
 - o Longboat Key, FL
 - o Manalapan, FL
 - o Miami Beach, FL
 - o Miami, FL
 - o Naples, FL
 - o Palm Beach, FL
 - o Pompano Beach, FL

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

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

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

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



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

QUALIFICATIONS

The Boucher Brothers --James, Michael, Steven and Perry -- were born and raised in Florida and are extremely familiar with the needs of residents as well as tourists visiting our renowned beaches. Over the past 33 years, the Boucher Brothers have gained extensive experience with operating beachfront concessions and while doing so, also fine-tuned their collective and individual talents and strengths. The family collaboration reinforces the company's organizational capacity, financial strength, and ability to flourish. Each of the Boucher Brothers is fully qualified, cross-trained, and experienced in hiring, training, and supervising staff, as well as in overseeing all aspects of day-to-day operations. The principals of Boucher Brothers and senior management, and their respective organizational responsibilities, are:

James Boucher – President and CEO



Strategic Development & Vision Planning

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

Michael Boucher – Chief Operating Officer



Brand and Client Management & Strategic Development

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

Steven Boucher – Vice President



Business Implementation

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

Perry Boucher – Vice President



Chief Investments and Financial Planning

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

Additional Senior Management

John Martin – Senior Vice President



Retail and Hospitality Management

- Responsible for operations/ Budgeting for High Volume Retail operations.
- Launched Tommy Bahama's Island inspired beach wear.
- Proven track record in coastal markets such as Ca, FLA, NC, SC and Hawaii.
- Responsible for 1,200 employees and over 150 Mgt Personnel.
- Responsible for Marketing, Merchandising and Branding.
- Proven Track record of Sales growth and Profitability.
Opened and operated over 75 food and beverage establishments nationally.

Todd Hill – Vice President of Strategy & Business Development



Strategy & Business Development

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

Andrea Figura – General Manager

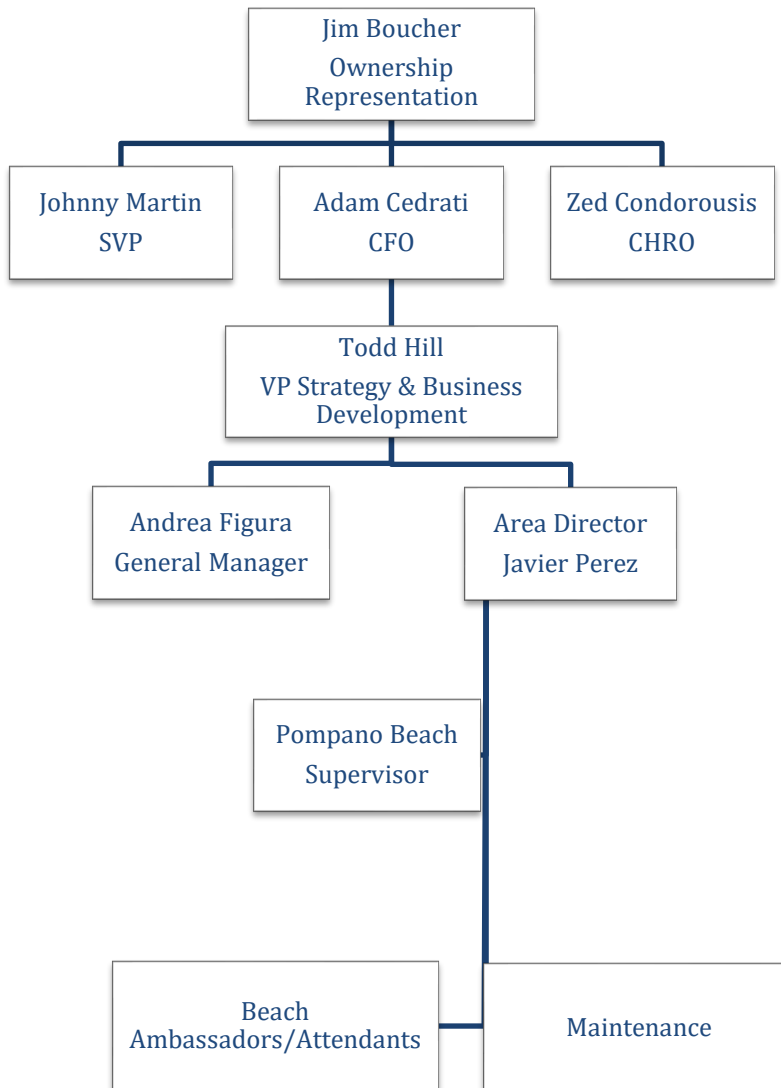


Operation & Implementation

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

Pompano Beach Concession Team and Organizational Chart

Boucher Brothers Pompano Beach, LLC



Management of Public Facilities

In addition to managing and operating sixteen (16) food and beverage facilities on the public beach; we also operate food concessions from seven (7) hotels, and we control two office building along with a separate warehouse facility which we use to store and repair our equipment used in public concessions. Throughout our over 33-year history, we have partnered with cities and utilized various public facilities in the routine course of business, and for emergency operations. The public beach concession agreement with the City of Miami Beach provides for Boucher Brothers to collaborate with City of Miami Beach staff for the removal of city-owned and privately-owned beach equipment for storage in the Miami Beach Convention Center whenever a Hurricane Watch goes into effect. Each year we conduct an emergency evacuation simulation to keep our staff properly informed on how to effectively and efficiently store and maintain the equipment and interface with public building procedures and municipal staff.

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

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

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

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



The American Academy of Hospitality Sciences

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

Financial Information

As provided by s. 119.071, Florida Statutes, certain information maintained by state agencies is exempt from public disclosure and is therefore deemed confidential. This includes social security numbers, medical and financial information.

As a private corporation, Boucher Brothers is invoking Section 119.071 of the Florida Statutes and ask that any financial information provided in this section be redacted should a public records request be made regarding our response to this RFP

Boucher Brothers engages a National CPA firm, EisnerAmper, LLP to prepare our annual reviewed financial statement. Our financials will be uploaded to a separate section of the RFP response to maintain this privacy.

Boucher Brothers is prepared to provide a letter of credit within 15 days of contract effective date. Our preferred bank, City National Bank of Florida is able and willing to provide this letter of credit on Boucher Brothers behalf when instructed to do so.

Rent Proposal

Boucher Brothers is proposing an initial minimum annual grantee of \$65,000 or 20% of Gross Revenues (not including Sales Tax or Service Charges) for the first year of the contract. Each year, the minimum annual guarantee will increase by \$2,500.

The minimum annual guarantee will be divided by twelve (12) and be paid to the City on the first of each month. Should the percentage of annual gross revenue exceed the minimum guarantee, Boucher Brothers will remit the additional amount to the City in one payment within ninety (90) calendar days of the end of that contract year.

	<u>Minimum Guarantee</u>
Year 1	65,000.00
Year 2	67,500.00
Year 3	70,000.00
Year 4	72,500.00
Year 5	75,000.00

References

1. City of Fort Lauderdale

100 N. Andrews Ave.
Fort Lauderdale FL 33301
Jonathan Luscomb

jluscomb@fortlauderdale.gov

Scope of Work: Beach Concession and Food and Beverage Concession

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

Food and Beverage: Bottle Waters and Snacks

2. City of Hollywood

1405 South 28 Avenue P.O Box 229045
Hollywood, FL 33022-9045

David Vazquez
954-480-4483

DVazquez@hollywoodfl.org

Scope of Work: Beach Concession and Watersports Concession

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

3. City of Miami Beach

1700 Convention Center Drive
Miami Beach, FL 33139
Mark Taxis

Telephone: 305-673-7010

Email: Mtaxis@miamibeachfl.gov

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

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

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

4. City of Virginia Beach

2101 Parks Avenue, Suite 302
Virginia Beach, VA 23451
Lisa Bleakley – Resort Administrator
757-385-2668

tbleakley@vb.gov

Scope of Work: Beach Concession

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

5. Siesta Beach

948 Beach Rd,
Siesta Key, FL 34242
Justin Pachota

941-408-5300

Pshooter16@aol.com

Scope of Work: Beach Concession

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

6. Miami Dade County

Office of Commissioner Sally A. Heyman

1380 NE Miami Gardens Drive, Suite 282

Miami, FL 33179

Commissioner Sally Heyman

(305) 787-5999

alexis4@miamidade.gov

Scope of Work: Beach Concession

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



220 NE 13th Street, Pompano Beach, FL 33060 | 954-560-3906 | customerservice@floridabeachraker.com

City of Pompano Beach
Request for Proposals IRT T-02-22 Beach Equipment Concession

SUBJ: LETTER OF RECOMMENDATION ISO BOUCHER BROTHERS

To whom it may concern,

Beach Raker has had the privilege of working with Boucher Brothers in providing Florida beachgoers an exceptional experience for the past two decades. The Boucher Brothers has grown to be the largest provider of beachside concessions in the country. They have done this through providing competitive rates, quality equipment and exceptional service. What has really stood out in our interactions with Boucher Brothers is their deep commitment to going above and beyond the call of duty. Their professionalism, consistency and friendly service is second to none.

It is with great pleasure that we recommend Boucher Brothers to continue their contractual relationship with the City of Pompano Beach.

If you have any questions concerning Boucher Brothers, please don't hesitate to contact us.

Kind regards,

A handwritten signature in black ink that reads "Chip Jones".

Chip Jones
President
Beach Raker, LLC



November 22, 2021

Boucher Brothers
d/b/a Sunrise Beach Services, LLC
300 32nd Street, Suite 500
Virginia Beach, VA 23451

RE: Letter of Recommendation – Virginia Beach, VA, Beach Equipment Operations Contract

To Whom It May Concern:

Please accept this letter of recommendation as a vote of confidence for Boucher Brothers (d/b/a Sunrise Beach Services, LLC) to provide exceptional service as the beach concessionaire for Volusia County. The City of Virginia Beach used an open procurement process to select a new beach equipment operator approximately 20 years ago upon separating out the service from the Beach Lifeguard service. Virginia Beach's procurement process is a competitive one! Boucher Brothers was awarded the franchise based upon their extensive experience in the hospitality industry and reputation for providing high quality service. They have consistently delivered for Virginia Beach each year after.

The Boucher Brothers currently manage the prime two-and-a-half-mile beach rental operation from April through October. They have made several rental equipment and service recommendations and implemented changes that have enhanced the overall experience of our beach-going residents and visitors. Additionally, the company responds in a timely manner with any needed communication. Their audited financial statements have shown a continuous increase in sales year over year. The past two years have certainly posed a challenging environment for everyone, Boucher Brothers solidly demonstrated an ability to respond to the challenges of uncertainty as evidenced in the ability to adjust to cleaning, large gathering/distancing and other protocols put in place in Virginia.

I would highly recommend Boucher Brothers to any municipal or private entity.

Respectfully,

A handwritten signature in blue ink that reads 'Lisa Bleakley'.

Lisa S. Bleakley, CHIA, TMP
Resort Administrator, City of Virginia Beach Resort Management Office

401 Virginia Beach Boulevard (Field Office)
2101 Parks Avenue, Suite 302 (Special Events & Resort Programs) | Virginia Beach, VA, USA 23451
Phone: (757) 385-4800 | Facsimile: (757) 422-3666 | Website: vb.gov.com/resort



December 7, 2021

To Whom it May Concern,

The Boucher Brothers have been operating the Hollywood public beach for approx. 3 years now. During this time, they have been a great partner and a champion for our hotel. I have had many of our guests express their compliments on their service, courtesy and helpfulness on setting up their beach settings. They have managed many of our corporate group outings on the beach to tremendous kudos from the meeting planners and participants.

The staff is always in uniform and ready to work. I would like to recommend the Boucher Brothers for the operation for the public beaches of Volusia County.

Please feel free to contact me if you would like further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Weiser", with a long horizontal line extending to the right.

Robert Weiser
General Manager

HOLLYWOOD BEACH MARRIOTT
2501 N. OCEAN DRIVE
HOLLYWOOD, FLORIDA 33019 USA
T: 954.924.2202
HOLLYWOODBEACHMARRIOTT.COM

Litigation

Boucher Brothers Pompano Beach, LLC has no historical, pending or threatened litigation within the past five years.

PROJECT APPROACH

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

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

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

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

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

Reports and Records

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

Technology – Beach Concessions

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

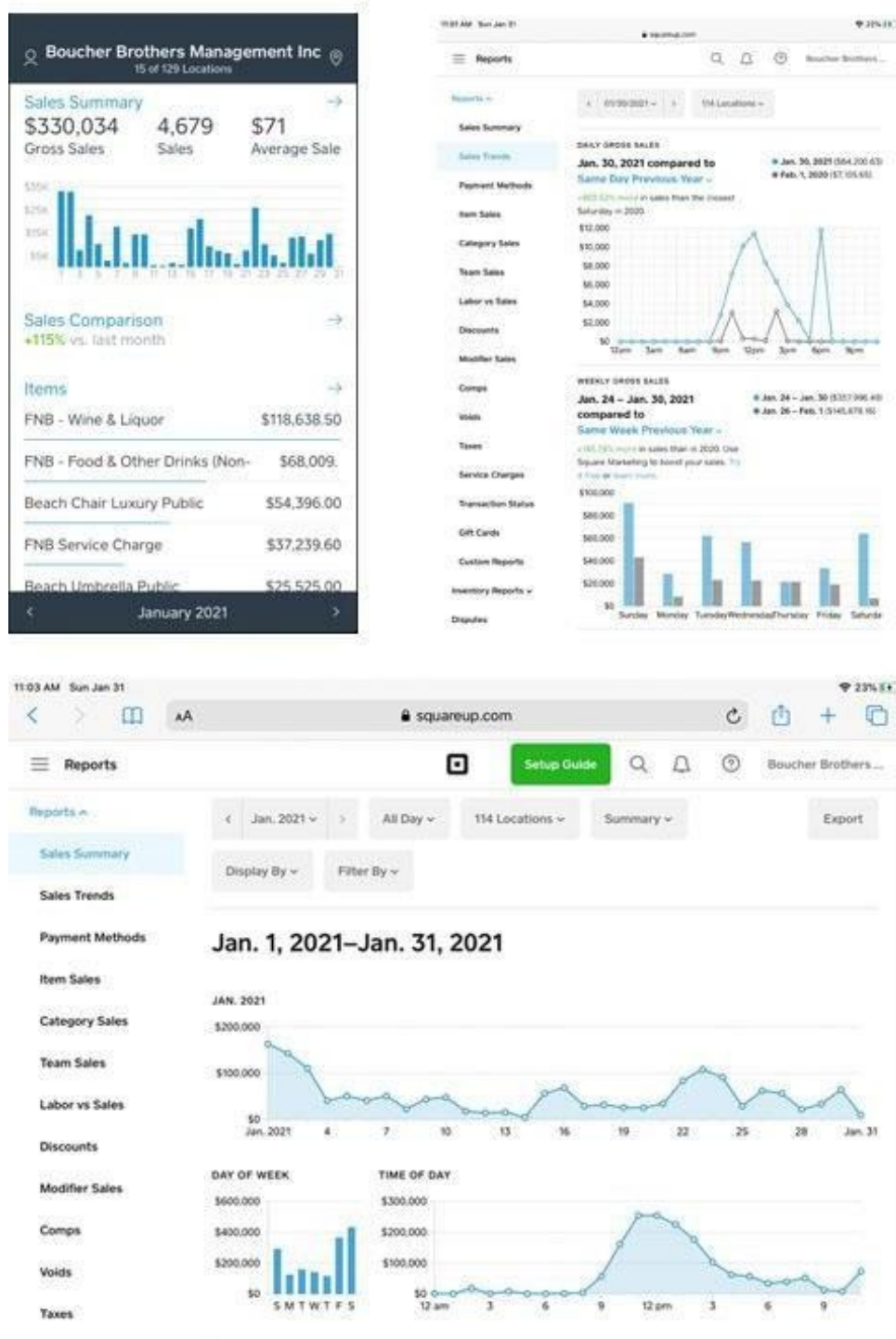
- Realtime access to the sales and analytics for Beach Rental.
- QR codes will be placed on beach rental setup to allow for online payment and seamless rental process from guests. This will function as a secondary method to secure vacant rental setup. Guests will have the option to interact with supervisors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

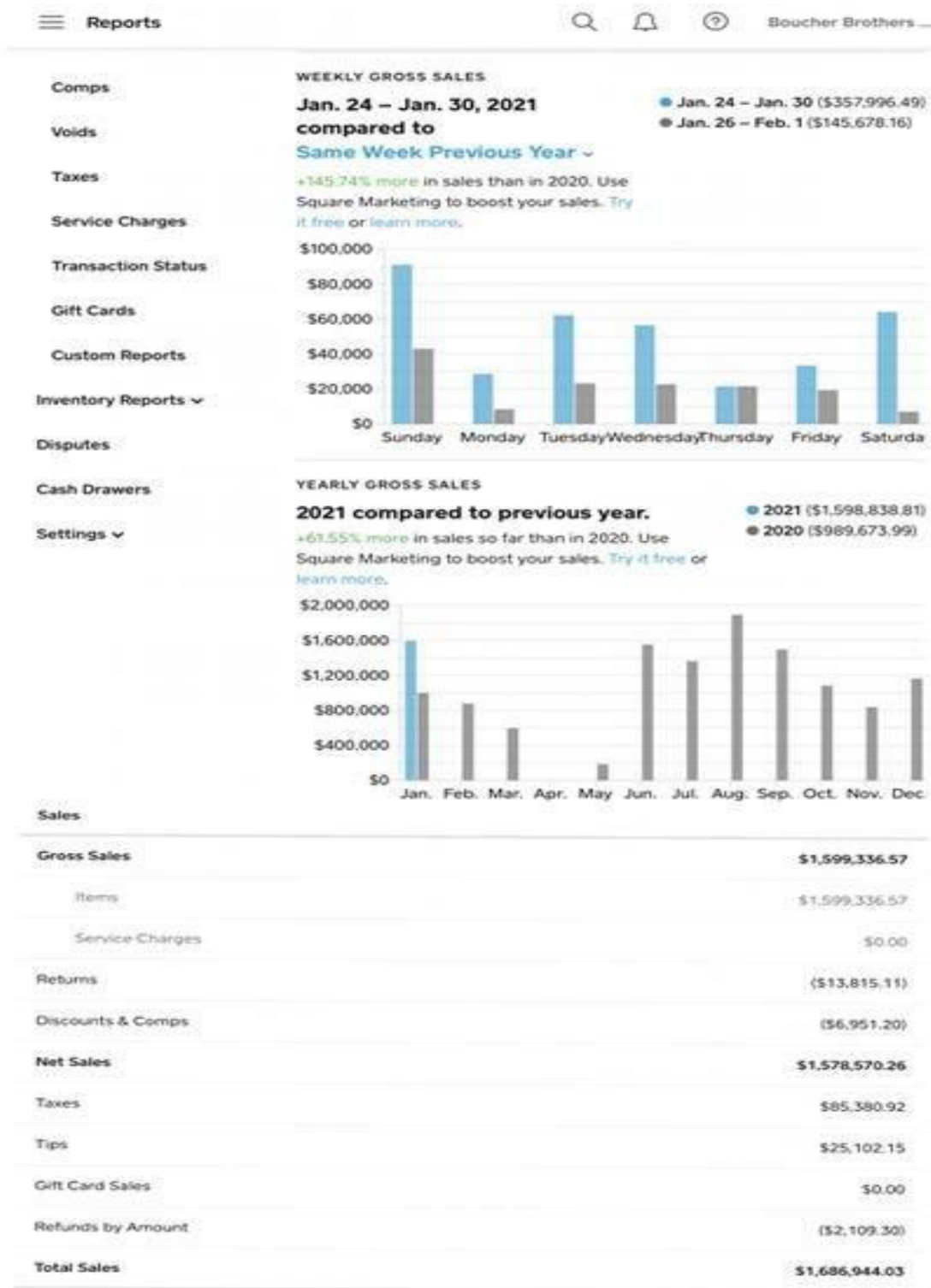
This technology has allowed us to operate the current concession in Pompano Beach as a cashless beach and maximize revenue collected and rent paid to the City.

Contactless Payments



Square Dashboard





Sales

Gross Sales	\$1,599,336.57
Items	\$1,599,336.57
Service Charges	\$0.00
Returns	(\$13,815.11)
Discounts & Comps	(\$6,951.20)
Net Sales	\$1,578,570.26
Taxes	\$85,380.92
Tips	\$25,102.15
Gift Card Sales	\$0.00
Refunds by Amount	(\$2,109.30)
Total Sales	\$1,686,944.03

Financial Records

With over 33-years of experience managing multiple small and large contracts for concession services, Boucher Brothers has prudently and responsibly obtained resources and relationships to grow our business. We have substantial capital and the financial means to manage the City's public beach. Furthermore, we have developed banking relationships, which will enable us to successfully access financial support, if necessary. Our accounting firm, Eisner Amper, LLP, prepares a Reviewed Financial Statement for our operations on an annual basis. Eisner Amper consistently ranks as one of the top 25 accounting firms in Country.

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

Operations Plan and Approach

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

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

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

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

To provide consistent and excellent service in the three (3) states in which we currently operate, Boucher Brothers adheres to strict standards for the appearance of staff, cleanliness, uniforms, equipment, and service to customers. These standards will be implemented and supervised by

administrators and personnel as outlined in the enclosed proposed Organizational Chart for the City. Boucher Brothers' policy is to perform a background check on every employee we hire.



BOUCHER BROTHERS FORBES PILLARS



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

Appearance of Staff

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

LADIES

LADIES TANK



LADIES POLO



LADIES SKORT































MEN

MEN POLO



20 Available Colors

 PMS 3426-100	 PMS 190	 PMS 654	 PMS 2667-110	 PMS 642	 PMS 3425-100	 PMS 3425-100	 PMS 1024	 PMS 7715	 PMS 2200	 PMS 2005	 PMS 1540	 PMS 1121	 PMS 2294
 PMS 2667-100	 PMS 2011	 PMS 2011	 PMS 2011	 PMS 2011	 PMS 2011	 PMS 2011	 PMS 2011	 PMS 2011	 PMS 2011	 PMS 2011	 PMS 2011	 PMS 2011	 PMS 2011

MEN SHIRT



42 Available Colors

Ash Grey PMS 3804grey1	Azalea PMS 2045	Black PMS 420	Carolina Blue PMS 659	Daisy PMS 122	Dark Heather PMS 7545	Electric Green PMS 361	Forest Green PMS 5535	Gold PMS 1235	Graphite Heather PMS 426	Gravel PMS 300grey9	Heliconia PMS 213	Hi Spk Dk Navy PMS 5275	Hi Spk Scott Red PMS 703
Ntr Sport Royal PMS 7504	Irish Green PMS 2252	Jade Dome PMS 7717	Kelly Green PMS 335	Light Blue PMS 543	Light Pink PMS 664	Lime PMS 7468	Maroon PMS 7644	Navy PMS 533	Orange PMS 2035	Orchid PMS 2035	Purple PMS 2112	Red PMS 199	Royal PMS 7556
S Orange PMS orange121	Safety Green PMS 382	Sand PMS 7528	Sapphire PMS 641	Sky PMS 287	Sport Dark Green PMS 554	Sport Dark Navy PMS 289	Sport Grey PMS 300grey7	Sport Royal PMS 288	Sport Dk Maroon PMS 554	Sport Scarlet Red PMS 200	T Orange PMS 7552	Tennessee Orange PMS 181	White PMS white

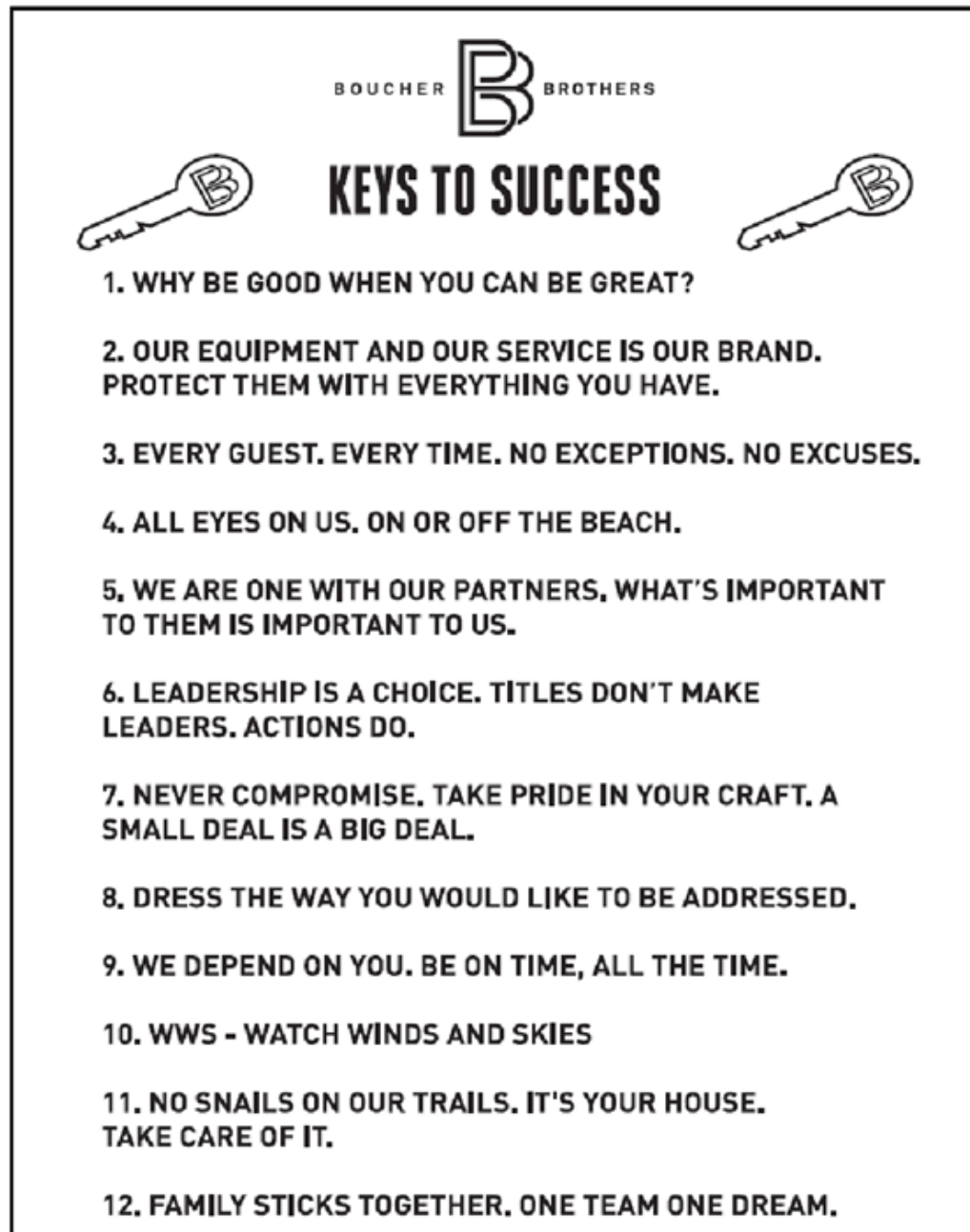
MEN SHORTS



Service to Customers

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

Keys to Success



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

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



STEPS OF SERVICE



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

Days and Hours of Operation

The Concession Areas will be open seven days a week. From September to March operating hours will be from 9:00 a.m. to 5 p.m. From April to August operating hours will be from 9:00 a.m. to 6:00 p.m. Daily Activation will be subject to demand, seasonality, and inclement weather. On slower volume days, the number of activated sections will be reduced to accommodate demand.

Management Plans and Staffing Plan

Boucher Brothers will have a full-time representative whose responsibility is to inspect and oversee daily operations, including the maintenance and clean-up of the beach concession site areas. We will adjust staffing levels throughout the year depending on seasonality and time of year. Boucher Brothers will make sure all Concession Areas always have the appropriate level of staffing to meet Boucher Brothers exacting service standards. Boucher Brothers shall staff up to following levels pending demand, weather, and seasonality.

Proposed Scheduling

BROTHER BROTHERS POMPANO BEACH-STAFFING PLAN	WEEKLY STAFFING LEVELS						
Weekly (Peak Season)	Monday	Tuesday	Wed	Thursday	Friday	Saturday	Sunday
Beach Attendants	2	2	2	2	3	3	3
Superivor	1	1	1	1	1	1	1
Total	3	3	3	3	4	4	4

BROTHER BROTHERS POMPANO BEACH-STAFFING PLAN	WEEKLY STAFFING LEVELS						
Weekly (Off Peak Season)	Monday	Tuesday	Wed	Thursday	Friday	Saturday	Sunday
Beach Attendants	1	1	1	1	1	2	2
Superivor	1	1	1	1	1	1	1
Total	2	2	2	2	2	3	3

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

Daily Procedures

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

Beach Rental Concession

- Equipment shall not exceed the eastern (line of site) boundary of the lifeguard towers unless otherwise approved by the City.
- Beach setup will consist of 2 chair and 1 umbrella or 1 daybed and cabana.
- One chair may be placed on either side of each beach umbrella.
- Windbreaker / cabana shall be placed so that there is a minimum clearance of 6' between each windbreaker / cabana on all sides. All windbreakers / clamshells shall include two chairs or 1 daybed.
- A minimum of one (1) staff/concession personnel member shall be stationed to oversee each section.

Site Plans

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



Beach Rental Equipment

Type of Equipment

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

Please find the proposed design and pricing below:





Double Loungers and Cabanas



Steamer Chairs (comes with or without footrest)



Luxury Chaise Louges



Umbrellas



Beach Equipment Rental Pricing

PRODUCTS AND EQUIPMENT FOR RESALE AND RENTAL:

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

Beach Equipment

- Double Luxury Lounger – Daily Rental Price \$100 to \$150 depending on season
- Lounge Chair - \$20
- Sand Chair - \$15
- Sand Chair w/footrest - \$20
- Umbrella - \$20
- Cabana - \$25

Combination

- 2 Lounge Chairs and 1 umbrella-\$50
- 2 Sand Chairs and 1 umbrella-\$40
- 2 Sand Chairs w/footrest and 1 umbrella-\$50

Sundries

- AquaVault Chair Safe - \$5 – If allowed by City
- Lotions and Oils – Between \$10 and \$20 – If allowed by City

- Branded Pompano Beach Towel (if permitted) - \$18
- Disposable Waterproof Camera (if permitted) - \$25
- Waters and Snacks (if permitted) - \$4-\$8

Non Motorized Water Sports

- Boogie Boards - \$20 per day
- Paddle Boards - \$30 per hour
- Snorkeling- \$20-30 per hour

Boucher Brothers Membership Program

- 2 Lounge Chairs or Two Folding Chairs/1 Umbrella or 1 Cabana - \$850 Annual Membership or \$475 for a Half-Year Membership
- 2 Lounge Chairs/1 Umbrella - \$700 Annual Membership or \$400 for a Half-Year Membership
- 2 Folding Chairs/1 Umbrella - \$600 Annual Membership or \$350 for a Half-Year Membership
- 2 Lounge Chairs – No Umbrella - \$500 Annual Membership or \$300 for a Half-Year Membership
- 2 Folding Chairs – No Umbrella - \$400 Annual Membership or \$250 for a Half-Year Membership
- Shade Package – 1 Umbrella - \$350 Annual Membership

Storage Plan/Personal Attention

At the end of each workday, staff attendants at each concession site will carefully stack the chairs, with the collapsible windbreakers/clamshells placed atop the chairs. Each section will have a work storage unit to house the umbrellas, if permissible by the City. Any and all storage will be handled in conformance to standards and specifications as set forth by the City.

Motor Vehicles and Small Off Road Vehicles and Trailers

Vehicles used in transporting equipment will include: (1) Horizon Trailer, (1) small off road vehicle (ATV, Gator/Mule or Golf cart)during peak times as demand increases over time..

Boucher Brothers have the privilege to drive on a number of the beaches we operate. Boucher Brothers will comply with all rules for use of motor vehicles and small off-road vehicles as outlined in the RFP. These include but are not limited to....

- Enter and exit the beach via predetermined and assigned beach access points.
- Only a licensed motor vehicle, golf cart or ATV with an attached trailer will be permitted to
- enter beachfront for purposes of supplying the concession operation. Vehicle will
- immediately exit beachfront once deployment is complete.
- Vehicle speed, operated on the beachfront, shall not exceed five (5) mph.
- Vehicle will display the appropriate signage on at least one side of the vehicle with the
- name of the licensee
- Upon entering the beach area, vehicle will observe the following
 - Vehicle lights must remain on while on the beachfront
 - During operation, passenger and driver side front windows must be in the down position
 - Vehicles will remain on the hard packed sand, west of the area provided by Ocean Rescue
 - Vehicles will never travel under the municipal pier
 - Work with Beach Patrol and Ocean Rescue to coordinate our use of vehicles on
 - the beach so as to not interfere with their beach patrol and duties.

Maintenance Plan of Concession Area

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

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

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

Daily Maintenance and Cleanup

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

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

Communications

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

Security

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

Boucher Brothers personnel all have cell phones or walkie-talkies and are trained to quickly notify the proper authorities in the event of an emergency. Company employees have assisted law enforcement many times in the identification and apprehension of pickpockets, thieves and other criminals on the beach. The company's beach crews are all trained and experienced in assisting people in distress, including reporting and helping to find lost children and personal property. Boucher Brothers philosophy is that it

is a true partner with the City and that it is on the beach to serve the public to the best of its ability, to enhance the image of the City and its beaches and to promote rental activity necessary to fulfill its revenue commitment to the City. This philosophy also extends to a commitment to continually enhancing service with beach hoteliers.

Emergency Removal of Equipment from Premises

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

Hurricane/Storm Procedures

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

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

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

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

Boucher Brothers has done various levels of evacuation dating back to Hurricane Andrew in 1992 through super storm Sandy. We know what works and what does not as a result of 33 years of firsthand experience on Florida's beaches. We are able to remove and store all rental equipment from the beachfront within (1) one hour of notification by appropriate City authorities and within eight (8) hours of issuance of a Hurricane Warning by the Broward County Office of Emergency Management. Should any vehicle larger than an ATV be required to move equipment on or off the beach, Boucher Brothers we request the proper approval from the City and make sure that Ocean Rescue staff escorts us on and off the beach.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/17/2022

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

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

PRODUCER Jackson Agency Inc DBA Allied Risk Partners Corp 6971 W Sunrise Blvd #206 Sunrise FL 33313	CONTACT NAME: Maria Benitez PHONE (A/C, No, Ext): (305) 824-3464 FAX (A/C, No): (954) 473-3705 E-MAIL ADDRESS: mbenitez@jacksonagency.com INSURER(S) AFFORDING COVERAGE INSURER A: Century Surety Company NAIC # 36951 INSURER B: Progressive Insurance Co. NAIC # 42620 INSURER C: Essex Insurance Co. NAIC # 39020 INSURER D: INSURER E: INSURER F:
INSURED Boucher Brothers Management Inc. 1451 Ocean Drive Suite 205 Miami Beach FL 33139	

COVERAGES**CERTIFICATE NUMBER:** 21-22 Simple COI**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CCP1007868	08/16/2021	08/16/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ Excluded
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
B	AUTOMOBILE LIABILITY			956031666	02/17/2022	02/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							Medical payments- \$ 500
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CCP1005549	08/16/2021	08/16/2022	Emergency medical EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Inland Marine			MKLM2IM0000283	07/31/2021	07/31/2022	Misc Property 1,254,404

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate is solely for the use as "Evidence of Insurance"

CERTIFICATE HOLDER**CANCELLATION**

City of Pompano Beach 1190 N.E 3rd Avenue Building C Pompano Beach FL 33060	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/08/2022

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

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

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

COVERAGES CERTIFICATE NUMBER: 899209 REVISION NUMBER:

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective 01/25/2019, coverage is for 100% of the employees of FrankCrum leased to Boucher Brothers Pompano Beach LLC (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER

CANCELLATION

Boucher Brothers Pompano Beach LLC 1451 Ocean Dr, ste 205 Miami Beach, FL 33139	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

PROPOSER INFORMATION PAGE

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

RFP T-02-22, Beach Equipment Concession
(Number) (Title)

To: The City of Pompano Beach, Florida

The below named company/firm hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in this RFP. I have read this RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept agreement/contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Adam Cedrati Title CFO

Company (Legal Registered) Boucher Brothers Pompano Beach, LLC

Federal Tax Identification Number 81-2972480

Address 1451 Ocean Drive Suite 205

City/State/Zip Miami Beach, FL 33139

Telephone No. 305.535.8177 Fax No. 305.538.3288

Email Address Adam.Cedrati@boucherbrothers.com

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Proposer's Name: Boucher Brothers Pompano Beach, LLC

Vendor FEIN:

81-2972480

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of the Proposer, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify



CONFLICT OF INTEREST:

For purposes of determining any possible conflict of interest, all proposers must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Section 112.313, Florida Statutes.)

No X Yes ____

Contractor Performance Report



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

1. Report Period: from July 2016 to Current
2. Contract Period: from July 2016 to Current
3. RFP/P.O.#: L-13-16 – Resolution No. 2016.248
4. Contractor Name: Boucher Brothers Pompano Beach, LLC
5. City Department: Parks and Recreation
6. Project Manager: Scott Moore, CPRP - 954.786.4148
7. Scope of Work (Service Deliverables):
Current Beach Equipment Concessionaire
- City of Pompano Beach

CATEGORY	RATING	COMMENTS
1. Quality Assurance/Quality Control - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
2. Record Keeping -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
3. Close-Out Activities - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
4. Customer Service - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
5. Cost Control - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
6. Construction Schedule - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	
SCORE	_____	ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED

RATINGS

Poor Performance (1.0 – 1.59): Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

Satisfactory Performance (1.6 – 2.59): Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

Excellent Performance (2.6 – 3.0): Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customer's expectations are exceeded.

Please attach any supporting documents to this report to substantiate the ratings that have been provided.

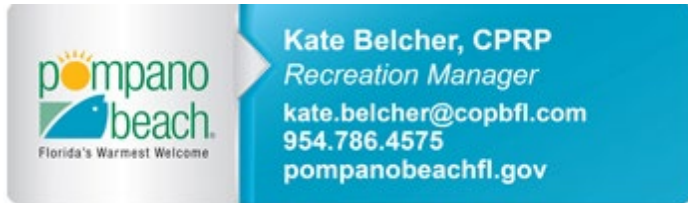
Date

Date

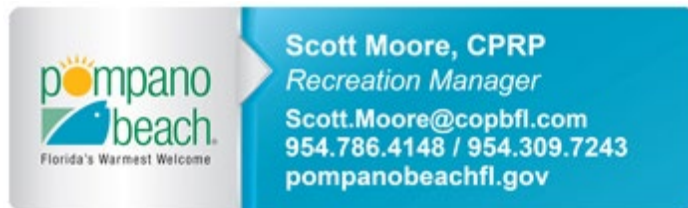
Date

[illegible]

From: [Kate Belcher](#)
To: [Antonio Pucci](#)
Subject: FW: Pages from Boucher Brothers Pompano Beach Final Response RFP T-02-22.pdf
Date: Wednesday, July 13, 2022 2:11:57 PM
Attachments: [image002.png](#)



From: Scott Moore <Scott.Moore@copbfl.com>
Sent: Monday, July 11, 2022 7:42 AM
To: Kate Belcher <Kate.Belcher@copbfl.com>
Subject: FW: Pages from Boucher Brothers Pompano Beach Final Response RFP T-02-22.pdf



From: Adam Cedrati <adam.cedrati@boucherbrothers.com>
Sent: Thursday, July 7, 2022 4:02 PM
To: Scott Moore <Scott.Moore@copbfl.com>; Jim Boucher <jroccob111@aol.com>
Cc: Jim Boucher <jroccob111@aol.com>
Subject: RE: Pages from Boucher Brothers Pompano Beach Final Response RFP T-02-22.pdf

EXTERNAL Email: Do not reply, click links, or open attachments unless you recognize the sender's **EMAIL ADDRESS** as legitimate and know the contents are safe.

Hi Scott,
Thank you for the email. All is well on my end, hope same on yours.

I believe your interpretation below is correct. Boucher Brothers will pay a minimum of \$65,000 as an annual base rent. This translates to \$325,000 in annual gross revenues (excluding sales tax).

If Boucher has sales of \$330,000 for example, we would owe the City an additional \$1,000. (\$330,000 times 20% = \$66,000 less the \$65,000 guarantee payment already made).

If Boucher has sales of \$325,000 or Less and assuming we paid our minimum guarantee of \$65,000 in full, there would be no additional monies due City and Boucher would not be entitled to any monies in return for low sales on the beach.

Hope this helps. If you want to call and discuss further, just let me know.

Warm Regards,
Adam

From: Scott Moore <Scott.Moore@copbfl.com>

Sent: Thursday, July 7, 2022 3:36 PM

To: Adam Cedrati <adam.cedrati@boucherbrothers.com>; Jim Boucher <Jroccob111@aol.com>

Subject: Pages from Boucher Brothers Pompano Beach Final Response RFP T-02-22.pdf

Importance: High

Good Afternoon! Hope all is well? Working with our legal team trying to get your contract finalized and a question came up. In your attached response you have \$65,000 or 20% of gross revenues for first year of contract. I don't want to assume you mean \$65,000 or 20% gross revenue (whichever is greater)? Can you confirm that or explain what you wanted





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/13/2021

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

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

PRODUCER Jackson Agency Inc DBA Allied Risk Partners Corp 6971 W Sunrise Blvd #206 Sunrise FL 33313	CONTACT NAME: Maria Benitez PHONE (A/C, No, Ext): (305) 824-3464 FAX (A/C, No): (954) 473-3705 E-MAIL ADDRESS: mbenitez@jacksonagency.com
INSURED Boucher Brothers Management Inc. 1451 Ocean Drive Suite 205 Miami Beach FL 33139	INSURER(S) AFFORDING COVERAGE INSURER A: Century Surety Company INSURER B: Travelers Insurance Co. INSURER C: Essex Insurance Co. INSURER D: INSURER E: INSURER F:
	NAIC # 36951 39020

COVERAGES**CERTIFICATE NUMBER:** 21-22 BBM AI**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CCP1007868	08/16/2021	08/16/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-0P588323-21-42	02/17/2021	02/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments- \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			CCP1005549	08/16/2021	08/16/2022	Emergency medical EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Inland Marine			MKLM2IM0000283	07/31/2021	07/31/2022	Misc Property 1,254,404

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Pompano Beach is listed as additional insured with respects to General Liability, when required by contract subject to the terms, conditions, and exclusions of the policy.

APPROVED

By Danielle Thorpe at 9:36 am, Aug 26, 2021

CERTIFICATE HOLDER**CANCELLATION**

City of Pompano Beach
1190 N.E 3rd Avenue
Building C
Pompano Beach

FL 33060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/30/2022

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

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

PRODUCER

FrankCrum Insurance Agency, Inc.
100 South Missouri Avenue
Clearwater, FL 33756

CONTACT NAME:

PHONE: (800) 277-1620 X 4800

FAX: (727) 797-0704

E-MAIL ADDRESS:**INSURERS(S) AFFORDING COVERAGE****NAIC#**

INSURER A: Frank Winston Crum Insurance Company

11600

INSURED

FrankCrum L/C/F Boucher Brothers Pompano Beach LLC
100 South Missouri Avenue
Clearwater, FL 33756

INSURER B:**INSURER C:****INSURER D:****INSURER E:****INSURER F:****COVERAGES**

CERTIFICATE NUMBER: 901648

REVISION NUMBER:

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective 01/25/2019, coverage is for 100% of the employees of FrankCrum leased to Boucher Brothers Pompano Beach LLC (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

APPROVED

By Danielle Thorpe at 9:20 am, Apr 06, 2022

CERTIFICATE HOLDER

City of Pompano Beach
1190 N.E. 3rd Avenue
Building C
Pompano Beach, FL 33060-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.