



CITY OF HOLLYWOOD
PROCUREMENT SERVICES
DIVISION

CITY OF HOLLYWOOD, FLORIDA

OFFICE OF PROCUREMENT SERVICES

2020 MAR 18 PM 12:23

DATE: March 10, 2020 **FILE:** PR-20-112

TO: Wazir Ishmael, Ph.D.
City Manager

VIA: Gus Zambrano
Assistant City Manager/Sustainable Development *mb*

VIA: Adam Reichbach *AR*
Assistant City Manager/Finance & Administration

FROM: Althea Pemsel *AP*
Assistant Director of Procurement & Contract Compliance

SUBJECT: Renewal of an Agreement with Sunshine After School Child Care, Inc. for Aftercare and Summer Camp Program Services

ISSUE:

The purpose of this request is to renew an agreement which has one (1) additional one (1) year renewal period remaining under the same terms and conditions. The agreement with Sunshine After School Child Care, Inc. for Aftercare and summer camp program services expires June 9, 2020. The renewal period is June 10, 2020 – June 9, 2021. The estimated annual amount to be paid to the City is \$30,000.00. Note the estimated amount is within the City Manager's authority level pursuant to Section 38.48 (C)(1) of the Purchasing Ordinance.

EXPLANATION:

The Department of Parks, Recreation and Cultural Arts requires an agreement with a qualified individual or firm to operate the City's Aftercare and Summer Camp Programs at Driftwood Community Center ("Driftwood") and David Park Community Center ("David Park").

On February 10, 2016, Request for Proposals ("RFP") Number RFP-4502-16-RL was electronically advertised via BidSync. RFP Number RFP-4502-16-RL was opened at 3:00 P.M. on March 7, 2016.

On April 20, 2016, the City Commission passed and adopted Resolution Number R-2016-114 which authorized the issuance of an agreement to Sunshine After School Child Care, Inc., in accordance with RFP-4502-16-RL, for an initial agreement term of three (3) years with two (2) additional one (1) year renewal periods. On March 25, 2019, the City Manager exercised the first renewal period via PR-19-081.

The Director of Parks, Recreation & Cultural Arts and the Director of Procurement & Contract Compliance recommends the City Manager approve the renewal of the agreement for the second one (1) year renewal term for Aftercare and summer camp program services. The estimated annual amount to be paid to the City is \$30,000.00.

Pursuant to Section 38.48 (C)(1) of the Purchasing Ordinance, when a contract entered into by the city pursuant to City Commission approval provides for one or more renewals by affirmative action of the city and the estimated annual cost of a renewal of the contract does not exceed \$250,000, the Director shall have the authority to recommend to the City Manager approval or rejection of the renewal if it is the first, second, or third renewal of the contract, but only the Commission is authorized to approve any subsequent renewal.

This service is set up as a revenue generator where the City will receive \$30,000.00 annually.

RECOMMENDATION:

Approve the second one (1) year renewal option of the agreement with Sunshine After School Child Care, Inc. for Aftercare and summer camp program services.


APPROVED BY: _____
Dr. Wazir Ishmael
City Manager

3-18-20
Date: _____

RL/dm

Attachments: Departmental Renewal Memo
Vendor Renewal Letter



CITY OF HOLLYWOOD, FLORIDA
OFFICE OF PROCUREMENT SERVICES

2020 MAR -4 PM 4:43
FILE: PR-20-098

DATE: February 25, 2020
TO: Cory Styron, Director, Parks, Recreation and Cultural Arts
FROM: Robert Lowery, Procurement Contracts Officer, Procurement Services
SUBJECT: Contract Renewal for Aftercare and Summer Camp Program Services – Sunshine Afterschool Child Care, Inc

ISSUE:

The current period of the above contract expires **June 9, 2020**. The contract is renewable for a one (1) year period if it is determined to be in the City's best interest and the vendor agrees to the renewal in writing.

EXPLANATION:

Notification of Intent to Renew must be mailed to the vendor thirty (30) calendar days in advance of the contract expiration date. Accordingly, it is requested that you give this matter your immediate attention thereby providing a timely reply to preclude contract expiration.

If you do not want to renew this contract, please explain the reason(s) in a separate memo. Also note that this contract will expire on the date mentioned above and if a new contract is to be established, you must submit bid specifications.

RECOMMENDATION:

Please reply as soon as possible by returning this memo appropriately filled out, signed and dated along with the attached Contract Renewal Evaluation Form.

Date: 02/26/2020 To: Robert Lowery, Procurement Services

The Director recommends the following:

RENEW the contract under the same terms and conditions. The Budget Account Number to be charged is _____.

DO NOT renew this contract. See attached memo explaining the reason(s).

DO NOT renew this contract. DO NOT prepare a replacement bid (items/services no longer needed).

Estimated: annual usage/expenditure is _____ Revenue: \$30,000

By: Cory Styron
Title: Director



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

Department/Office Contract Renewal Evaluation

Date: 02/26/2020	
Department/Office: PRCA	Division/Area: Recreation
Contact Person: Joaquin Arellano	Title: Parks Manager
Contact phone number: 954.921.3404	Contact Email jarellano@me.com
Purchase Order/Blanket Purchase Order #:	
Contract Expiration Date: June 09, 2020	
Vendor: Sunshine Afterschool	Contact Person: Collen Gulla
Contact phone number: 954.295.4119	Contact Email:
Good/Service: Aftercare & Camps	Solicitation #:

1. How would you rate the quality of goods/services?

Excellent Good Satisfactory Poor

2. How would you rate the courteousness vendor's personnel?

Excellent Good Satisfactory Poor

3. With regards to the goods or services provided, how satisfied are you with the following items?
(Please check one per category)

	Excellent	Good	Satisfactory	Poor
Overall Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Value	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Frequency of Contact	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responsiveness to request	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Are all goods/services on the contract being performed at the agreed upon time and manner?

Yes No

If no, please explain?

5. If you contacted the vendor, were all your questions answered or any issues resolved to your complete satisfaction?

Yes No Did not need to contact

If no, please explain?



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

**Department/Office
Contract Renewal Evaluation**

6. Has the invoicing been timely, accurate and in accordance with the contract?

Yes No

If no, please explain?

7. Does the Department/Office recommend renewing a contract based upon the available renewal options when the current agreement expires?

Yes No

If no, please explain?

8. Please state any additional comments about your experience with this vendor and the goods/services provided:

Department/Office Director's Name: Cory Styron

Department/Office Director's Signature: _____

February 25, 2020

Sunshine After School Child Care, Inc
7900 Peters Road Building B – Suite 101
Plantation, FL 33324

Dear Vendor:

Our agreement for Aftercare and Summer Camp Program, based upon RFP-4502-16-RL, expires on 6/9/2020.

The Office of Procurement Services would like to renew the agreement for a one (1) year renewal period under the terms and conditions utilizing the attached agreement.

Please advise your interest in renewing this agreement by marking the appropriate response, signing, and returning this correspondence.

If you are unable to renew this agreement, please explain reason(s) in a separate letter.

Thanks for your help with this matter and as always, please call me at 954-921-3552 if you have questions.

A response as soon as possible would be appreciated.

Sincerely,



Robert Lowery, Procurement Contracts Officer
Office of Procurement Services

RL/dm

I agree: Colleen M. Gulla, President
(Signature)

I disagree: _____
(Signature)

Name: Colleen M. Gulla, President
(Typed or Printed)

Date: 02/25/20

R2016-114

**AGREEMENT
BETWEEN
CITY OF HOLLYWOOD, FLORIDA
AND
SUNSHINE AFTER SCHOOL CHILD CARE, INC.
FOR
AFTERCARE AND SUMMER CAMP PROGRAM SERVICES**

This Agreement made and entered into this 13 day of May, 2016, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida (hereinafter "City") and Sunshine After Care School Child Care, Inc., a Florida corporation authorized to do business in the State of Florida whose Federal I.D. Number is 65-0978444 (hereinafter "Vendor").

WHEREAS, City issued RFP No. 4502-16- RL ("RFP") seeking a qualified individual or firm to operate the City's AfterCare and Summer Camp Programs; and

WHEREAS, Vendor submitted a response to the RFP

WHEREAS, on April 20, 2016, the City Commission passed and adopted Resolution No. R-2016-114 awarding the RFP to Vendor and authorizing the parties to execute an agreement for said services;

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

**ARTICLE I
INCORPORATION OF RFP DOCUMENTS**

The RFP, including any addenda thereto, the bid response submitted by Vendor, collectively, the "RFP Documents") are attached hereto and incorporated herein in their entirety. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the RFP Documents. In the event of conflict the terms of the RFP shall prevail.

**ARTICLE II
INDEMNIFICATION**

The parties hereby agree that the following indemnification provision shall govern this Agreement:

Vendor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, legal or administrative proceedings, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by

reason of any act, error or omission, fault or negligence whether active or passive by Vendor, or anyone acting under its control, direction, or on its behalf in connection with or incident to its performance of this Agreement and RFP No. 4502- 16-R1;. Nothing in this Agreement or under the RFP Documents shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

ARTICLE III TERMINATION

The City may terminate this Agreement with or without cause effective thirty (30) days from the date of written notice to Vendor.

ARTICLE IV REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida

ARTICLE V SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE VI ENTIRETY OF CONTRACTUAL AGREEMENT

This Agreement along with the IFB documents and together with the attachments hereto, sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE VII NOTICE

All notices required shall be sent by certified mail, return receipt requested. If sent to City, such notices shall be mailed to:

Director of Parks, Recreation and Cultural Arts
City of Hollywood
1405 S. 28th Avenue
Hollywood, Florida 33021

with a copy to:

City Attorney
City of Hollywood
2600 Hollywood Boulevard
Suite 407
Hollywood, Florida 33020,



and if sent to Vendor, such notices shall be mailed to:

7900 Petrus Road Bldg 611
Plantation, FL 33324

ARTICLE VIII
THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Vendor.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

ATTEST:

Patricia A. Centy
Patricia A. Centy, MMC
City Clerk

CITY OF HOLLYWOOD, FLORIDA, a
municipal corporation of the State of Florida

By: *[Signature]*
Wazir A. Ishmael, Ph.D., City Manager

APPROVED AS TO FORM & LEGALITY
for the use and reliance of the City of
Hollywood, Florida only.

Jeffrey P. Sheffel *or*
Jeffrey P. Sheffel, City Attorney

Sunshine After School Child Care, Inc.

By: *Chloee M. Gulla*
Signature
Print Name: Chloee M. Gulla
Title: President / ex Director

Issue Date: February 12, 2016

City of Hollywood, Florida
Solicitation #RFP-4502-16-RL

Summer Camp Only (Spring/Winter Break if Driftwood unavailable)

- 7:30 a.m. – 6:00 p.m.
- Capacity: 150

CONTACTS:

For information concerning procedure for responding to this Invitation For Bid (IFB), contact the Procurement Services Division, Rob Lowery, Procurement Contracts Officer at (954) 921-3552 or Daniel Mainero, Procurement Specialist at 954-921-3248, or Joel Wasserman, Director, Procurement Services at 954-921-3290 or his designee. Such contact is to be for clarification purposes only.

It is preferred that all other questions be submitted in writing. Questions should be directed Rob Lowery via e-mail, rlowery@hollywoodfl.org or via BidSync. *It is preferred that all questions be submitted in writing via BidSync.*

TERM OF AGREEMENT:

The initial term is from the later of June 13, 2016 or from the execution of an agreement, and continuing until the end of the 2019 school year. The contract may be renewed for two (2) additional one (1) year periods, by mutual written agreement of the parties and approval by the City of Hollywood.

Aftercare and summer camp dates are contingent on the Broward County School Calendar and duration may change accordingly. Additional weeks of camp may be offered upon agreement between the City and the Provider.

Initial Term (3 years)

1 st year:	Summer 2016 – School Year 2016/2017
2 nd year:	Summer 2017 – School Year 2017/2018
3 rd year:	Summer 2018 – School Year 2018/2019
1 st Renewal Option:	Summer 2019 – School Year 2019/2020
2 nd Renewal Option:	Summer 2020 – School Year 2020/2021

AWARD:

The City of Hollywood's preference shall be to award a single Provider for both aftercare and summer camp programs, but the City reserves the right to consider a separate award for the aftercare program and a separate award for the summer camp program, whichever is in the best interest of the City. Priority will be given to the provider whose

Part V. Revenue Benefit & Fee Structure to the City of Hollywood

After School Care Program/Non-School Days

Formula for Payment for After School Care/Non-School Days:

Aftercare Fees:	<u>10%</u> of total amount collected
Non-School Day Fees:	<u>10%</u> of total amount collected
Aftercare Registration:	\$25 Registration Fee for One Child/ \$30 Family Registration Fee *\$20 of Registration Fee is paid back to the City
City Bus Usage:	<u>\$25/hour</u> pro-rated by the minute
Less: Refunds	Amounts previously paid to the City and being refunded to parents

Format:

Each payment will be accompanied by documentation supporting payment amounts to include the following:

- 1) Cover letter confirming amounts collected for each revenue category and amount due to City
- 2) "Summary Revenue Report" of Program Fees (by site)
- 3) "Detail Revenue Report" of Program Fees (by student)
- 4) "Summary Revenue Report" of Registration Fees (by site)
- 5) "Detail Revenue Report" of Registration Fees (by student)
- 6) City of Hollywood "PRCA Transportation Roster" (by site)

Schedule of Payment:

Payment to the City shall be submitted by the 15th of each month, or the next business day if the 15th falls on a weekend or holiday. Payment will include the following:

- 1) Program Fees for the current period
- 2) Program Fees for the previous period (late payments collected)
- 3) Registration Fees (current period and late payments from previous period)
- 4) Bus usage fees
- 5) Less: Refunds

Part V. Revenue Benefit & Fee Structure to the City of Hollywood (cont'd)

Summer Camp Program

Formula for Payment for Summer Camp:

Summer Camp Fees:	25% of total amount collected
Summer Registration Fees:	\$25 Registration Fee for One Child/ \$30 Family Registration Fee *\$20 of the Registration Fee is paid back to the City
Less: Refunds	Amounts previously paid to the City and being refunded to parents

Format:

Each payment will be accompanied by documentation supporting payment amounts to include the following:

- 1) Cover letter confirming amounts collected for each revenue category and amount due to City
- 2) "Summary Revenue Report" of Program Fees (by site)
- 3) "Detail Revenue Report" of Program Fees (by student)
- 4) "Summary Revenue Report" of Registration Fees (by site)
- 5) "Detail Revenue Report" of Registration Fees (by student)

Schedule of Payment:

Payment to the City shall be submitted by the 15th of each month, or the next business day if the 15th falls on a weekend or holiday. Payment will include the following:

- 1) Program Fees for the current period
- 2) Program Fees for the previous period (late payments collected)
- 3) Registration Fees (current period and late payments from previous period)
- 4) Less: Refund