

# RECREATION PROGRAM SERVICES

**2021-22CW**



**The Town of Miami Lakes Council:**

**Mayor Manny Cid**  
**Vice Mayor Luis Collazo**  
**Councilmember Carlos Alvarez**  
**Councilmember Joshua Dieguez**  
**Councilmember Tony Fernandez**  
**Councilmember Jeffrey Rodriguez**  
**Councilmember Marilyn Ruano**

Edward Pidermann, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

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THIS AGREEMENT (“Agreement”) is entered into this <sup>28<sup>th</sup></sup> day of **April**, 2021 by and between the Town of Miami Lakes, a Florida municipal corporation (“Town”) and **Camp Wannado After School Program** (“Contractor”), a corporation, located at 3868 N University Drive, Suite 100, Sunrise, FL 33351.

**WHEREAS**, the issued a solicitation ITN 2021-22 for the provision of Recreation Program Services (“Programs”) and the Contractor tendered response (“Response”), in response thereto, and was selected as one of the most qualified for the provision of said Services. The ITN and the Response are expressly incorporated into and made a part of this Agreement as if set forth in full; and

**WHEREAS**, through action of the Town Council, as applicable, have selected the Contractor in accordance Town’s Procurement Ordinance, to provide the Programs as described herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto do hereby agree as follows:

## **SECTION 1. GENERAL TERMS & CONDITIONS**

### **1.01 DEFINITIONS**

1. **Agreement** means this Agreement, as may be amended from time to time, this document, the Request for Proposal, and the Response submitted by the Contractor, all change orders, directive, payments, and other such documents issued under or relating to this Agreement.
2. **Change Order** means a written document ordering a change in the Agreement price or Agreement time or a material change in the Work.
3. **Contractor** means the person, firm, entity, or corporation with whom the Town has contracted and who will be responsible for the Services and performance under this Agreement.
4. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Agreement Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Agreement Documents affected by such breach, or to otherwise make good and eliminate such breach.
5. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Agreement after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
6. **Days** mean calendar days.
7. **Facility or Facilities** mean(s) the areas of the Town’s Parks, including open space areas, structures, or other amenities of the Parks where the Services Programs will be provided.
8. **Program Manager** means the individual appointed by the Town Manager to manage the Agreement,
9. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
10. **Town Commission** means the legislative body of the Town of Miami Lakes.
11. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.
12. **Work or Services** mean all necessary and inferable labor, material, equipment, and services, whether or not specifically stated, required by the Agreement to provide the Programs.

### **1.02 TERM**

This Agreement will be effective upon execution by both parties and will continue for a term of three (3) year from the date of execution by the Town. The Town has the right, at its sole option, to renew the Agreement for two (2) additional one (1) year periods, or any portion thereof. In the event the Town

exercises such right, all terms and conditions, and requirements of the Agreement, including all costs, will remain the same as specified in the Agreement and apply during the renewal period(s). No Work is to commence until a written authorization is issued by the Program Manager.

### **1.03 NOTICES**

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Edward Pidermann  
Town Manager  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[pidermanne@miamilakes-fl.gov](mailto:pidermanne@miamilakes-fl.gov)

Lorenzo Cobiella  
Depute Town Attorney  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014  
[cobiellal@miamilakes-fl.gov](mailto:cobiellal@miamilakes-fl.gov)

For Contractor:

Lester Wilks, Jr.  
President  
Camp Wannado After School Program  
6868 North University Drive  
Plantation, FL 33351  
[campwannadoasp@icloud.com](mailto:campwannadoasp@icloud.com)

During the performance of the Program, the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

### **1.04 INDEMNITY & INSURANCE**

#### 1.04-1 INDEMNIFICATION

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents, and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving, or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

#### 1.04-2 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, the insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents, and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

a. *Worker's Compensation and Employer's Liability Insurance:*

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 each accident and a waiver of subrogation.

b. *Comprehensive Business Automobile and Vehicle Liability Insurance:*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

c. *Commercial General Liability ("CGL"):*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad

Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(i) Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.

(ii) Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.

(iii) CGL Required Endorsements:

- Employees included as insured
- Contingent Liability/Independent Contractors Coverage
- Contractual Liability
- Waiver of Subrogation
- Premises and/or Operations
- Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
- Loading and Unloading
- Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed, or rented by Contractor or employees of the Contractor.

*d. Certificate of Insurance*

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

*e. Additional Insured*

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor will be responsible for the payment of any deductible or self-insured retention in the event of any claim.

### **1.05 RULES AND REGULATIONS**

The Contractor must comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor must be familiar with all federal, state, and local laws, rules, regulations, codes, and ordinances that affect the Work.

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules, and regulations will apply.

### **1.06 RULES AND REGULATIONS**

The Contractor will comply with all laws and regulations applicable to provision of the Programs specified in the Agreement. The Contractor must be familiar with and comply with all federal, state, and local laws that affect the Services, including, but not limited to, those applicable to the Department of Children and Families' (DCF), Department of Health (DOH) and OSHA. The Contractor must comply with all of the Town's park rules and regulations.

### **1.07 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC**

The Contractor must protect public and private property from damage or loss arising in connection with the providing the Programs and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

The Contractor is completely responsible for, and must replace and make good all loss, injury, or damage to any property (including landscaping, park amenities, or structure(s) of the Town or private property, and of any land adjoining the locations where Programs are being provided, which may be caused by Contractor.

### **1.08 LABOR MATERIALS, EQUIPMENT, AND SUPPLIES**

Contractor must provide and provide for all labor, materials equipment, supplies, consumables, transportation, snacks, and other incidental items necessary to provide the Programs.

### **1.09 AUTHORITY OF TOWN'S PROGRAM MANAGER**

The Town Manager hereby authorizes the Program Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to the providing of the Programs in accordance with the Agreement. The Program Manager has the authority to act on behalf of the Town to the extent provided by the Agreement, unless otherwise modified in writing by the Town.

All interpretations and recommendations of the Program Manager will be consistent with the intent of the Agreement Documents. All interpretations of the Agreement Documents will be issued by the Town's Procurement Manager, which will be binding upon the Contractor.

### **1.10 SUBCONTRACTORS**

The Contractor has been authorized to utilize the Subcontractors identified in the Agreement. The use of any other Subcontractors or the replacement of any approved Subcontractors requires the prior written approval of the Program Manager.

### **1.11 TAXES**

Contractor must pay all applicable sales, consumer, use, and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

### **1.12 CHANGE ORDERS**

The Town reserves the right to order changes which may result in additions to or reductions in the Agreement and which are within the general scope of the Agreement and all such changes will be authorized only by a Change Order approved in advance and issued in accordance with provisions of the Town and the Agreement.



Any changes to the Agreement must be contained in a written document, executed by both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

### **1.13 FORCE MAJEURE**

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

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

Notwithstanding the above, performance will not be excused under this Article for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term.

The following circumstances shall not constitute Force Majeure:

- a. Economic hardship.
- b. Inclement weather except as permitted by Florida law

### **1.14 REMOVAL OF UNSATISFACTORY PERSONNEL**

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Agreement. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

### **1.15 MAINTENANCE, CLEANING UP, TOWN'S RIGHT TO CLEAN UP**

The Town will provide routine janitorial maintenance for the Facilities. The Contractor is responsible for cleaning-up any materials, supplies, debris, or other similar items resulting from the Programs. Should the Contractor fail to perform such clean-up the Town has the right to perform the clean-up work and deduct the cost from any sums due the Contractor.

### **1.16 STORAGE SPACE**

Storage space at the site where the Programs are to be provided is limited. Contractor may need to arrange alternate space for its equipment, materials, and supplies. The space to be provided to the Contractor will be determined by the Town's Program Manager.

### **1.17 UTILITY SERVICE**

The Town will provide the existing utility service to the Facilities for use in providing the Programs.

### **1.18 CLAIMS**

Any claim must be made by written notice by Contractor to the Town's Procurement Manager within five (5) business days of the commencement of the event giving rise to the claim and stating the general nature

and cause of the claim. Thereafter, within ten (10) days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Town's Procurement Manager allows additional time for submission. The written notice must be accompanied by Contractor's written notarized statement that any adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Agreement. It is expressly and specifically agreed that any and all claims for changes to the Agreement will be waived if not submitted in strict accordance with the requirements of this Article.

The Agreement time will be extended in an amount equal to time lost due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays include, but are not limited to, Force Majeure, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

Contractor will not be entitled to any compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses, or damages from any cause whatsoever, whether such delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable, or unforeseeable, or avoidable or unavoidable.

Failure of Contractor to comply with this Article as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

### **1.19 DISPUTES AND MEDIATION**

Contractor understands and agrees that all disputes between it and the Town upon an alleged violation of the terms of this Agreement by the Town will be submitted for resolution in the following manner.

Initial effort(s) should be made by the Contractor to resolve any issues with the Town's Program Manager.

Should the initial efforts at resolution not end in a mutual resolution then the Contractor notify in writing the Procurement Manager identified in Article 3, Notices, of the claim or dispute

The Contractor must submit its dispute in writing, with all supporting documentation, to the Procurement Manager, as identified in Article 3, Notices. Upon receipt of said notification the Procurement Manager will review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor must submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit such appeal in the stated timeframe of the written finding will constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for resolution, is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Town Manager's decision may be subject to approval by the Town Council. Contractor is not entitled to seek judicial relief unless:

- i. it has first received Town Manager's written decision, approved by the Town Council if applicable; or
- ii. a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired where Town Manager's decision is subject to Town Council for approval; or
- iii. Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days

of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any adjustment(s) claimed is the entire adjustment(s) to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Program(s) or expiration of the Agreement, the parties will participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator will be shared on a 50/50 basis. Should claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

#### **1.20 CONTINUING THE PROGRAM(S)**

Contractor must continue to provide the Programs during all disputes or disagreements with Town. Programs will not be delayed or postponed pending resolution of any disputes or disagreements.

#### **1.21 STOP WORK ORDER**

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Programs due to any conflict or potential conflict with other Town events or operational requirements, storm related events or other similar circumstances. The Town, where possible will make every effort to provide at minimum of forty-eight (48) hours advance notice or move the Program, if possible, to an alternative site.

#### **1.22 FRAUD AND MISREPRESENTATION**

The Town may terminate this Agreement with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation, conflicts of interest, or material misstatement. Such person, individual, corporation, entity, or affiliate shall be responsible for all direct or indirect costs associated with termination or cancellation.

#### **1.23 SET-OFFS, WITHHOLDING, AND DEDUCTIONS**

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Agreement or by applicable law including, without limitation, the following:

- Any amount of any claim by a third party;
- Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

#### **1.24 CONTRACTOR DEFAULT**

An event of default means a breach of the Agreement by the Contractor. Where an Event of Default ("Default") occur under the Agreement, the Town may, at its sole discretion, notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town or the Agreement with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder.

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Agreement. Contractor understands and agrees that termination of this Agreement under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

Where the Town erroneously terminates the Agreement for default, the termination will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

### **1.25 TERMINATION FOR CONVENIENCE**

In addition to cancellation or termination as otherwise provided for in the Agreement, the Town may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor. Such Written Notice will state the date upon which Contractor shall cease all Work under the Agreement.

In the event that the Town exercises its right to terminate the Agreement pursuant to the Agreement Documents, the Town will pay the Contractor for the Services provided under the Agreement until the date of Termination. In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Agreement and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

### **1.26 TOWN MAY AVAIL ITSELF OF ALL REMEDIES**

The Town may avail itself of each and every remedy stated in the Agreement or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

### **1.27 COMPLIANCE WITH APPLICABLE LAWS**

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

### **1.28 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT**

Contractor must not unlawfully discriminate against any person, must provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Agreement. Contractor must comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

### **1.29 INDEPENDENT CONTRACTOR**

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

### **1.30 THIRD PARTY BENEFICIARIES**

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party will be entitled to assert a claim against either of them based upon this Agreement.

### **1.31 ASSIGNMENT OR SALE OF AGREEMENT**

The performance of this Agreement will not be transferred pledged, sold, merged, delegated, or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of ownership, the majority of the stock, or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Agreement.

Any such actions identified above taken without the prior written consent of the Town approval will be cause for the Town to terminate this Agreement for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent, or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

### **1.32 MATERIALITY AND WAIVER OF BREACH**

Town and Contractor agree that each requirement, duty, and obligation set forth in the Agreement is substantial and important to the formation of the Agreement and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Agreement will not be deemed a waiver of such provision or modification of the Agreement. A waiver of any breach of a provision of the Agreement will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Agreement.

### **1.33 DEFENSE OF CLAIMS**

Should any claim be made, or any legal action brought in any way relating to the Work under the Agreement, the Contractor must diligently render to the Town any and all assistance which the Town may require of the Contractor.

### **1.34 FUNDS AVAILABILITY**

Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

### **1.35 ACCESS TO AND REVIEW OF RECORDS**

Town has the right to inspect and copy, at Town's expense, the books and records and accounts of Contractor which relate in any way to the Agreement. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and Town has the right to immediately terminate this Agreement for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all records associated with this Agreement for a period of five (5) years from the date of termination.

### **1.36 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN**

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Agreement by reason of any act or omission or requirement of the Town or its agents, unless such action must be commenced within six (6) months after the date of issuance of a final payment under the Agreement, or if the Agreement is terminated under the provisions of the Agreement unless such action is commenced within six (6) months after the date of such termination by the Town.

### **1.37 AGREEMENT EXTENSION**

The Town reserves the right to exercise its option to extend the Agreement for up to ninety (90) calendar days beyond the original Agreement period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

### **1.38 APPLICABLE LAW AND VENUE OF LITIGATION**

This Agreement is enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue shall be Miami-Dade County, Florida.

### **1.39 NON-EXCLUSIVE AGREEMENT**

It is the intent of the Town to enter into an Agreement with A successful Bidder(s) that will satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and Services, or any portion thereof, as it sees fit, including but not limited to: award of other contracts, use of another contractor, or perform the Work with its own employees.

**1.40 SEVERABILITY**

In the event any provision of the Agreement is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Agreement, and the remainder of the Agreement will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Agreement in its entirety. An election to terminate the Agreement based upon this provision must be made within seven (7) calendar days after the finding by the court becomes final.

**1.41 AGREEMENT DOCUMENTS CONTAINS ALL TERMS**

The Agreement and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Agreement will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

**1.42 ENTIRE AGREEMENT**

The Agreement, as they may be amended from time to time, represent the entire and integrated Agreement between the Town and the Contractor and supersede all prior negotiations, representations, or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed in accordance with the requirements of this Agreement. Waiver by either party of a breach of any provision of the Agreement will not be deemed to be a waiver of any other breach of any provision of the Agreement.

**END OF SECTION**

## SECTION 2. SPECIAL TERMS AND CONDITIONS

### 2.01 PROGRAM

The Programs to be provided by the Contractor must be consistent with those stated in the Contractor's Response to the ITN, identified as Attachment A to this Agreement. Any changes to the Programs will be made as required under Section 2.06.

### 2.02 GUIDELINES

Contractor must follow Florida staff to child ratios for school age children and local, state, and national quality standards. Employees and volunteers must be able to successfully pass a Level 2 background screening in accordance with the criteria within the Town's background check policy AO #07-01 and applicable federal, state, and local laws. Contractor shall comply with any existing or future drug policies, provide reasonable accommodations in accordance with the Americans with Disabilities Act (ADA), adhere to Florida Department of Children and Family State Statutes, and any laws and regulations issued by Local, County, State or Federal agencies.

### 2.03 HEALTH AND SAFETY

Contractor must enforce health and safety standards that are consistent with Miami-Dade County licensing and all other applicable regulations. Contractor shall ensure that staff members receive ongoing training in areas of basic first aid and cardiopulmonary resuscitation (CPR) and shall provide proof of training and certification of each instructor, staff, and volunteer prior to the start of the Program(s).

Activities and programs must be in adherence with all local, state, and federal COVID-19 guidelines and regulations.

### 2.04 COMPENSATION

Contractor shall pay to the Town **twenty percent (20%)** of the monthly registration fees collected for use of the facility.

### 2.05 INVOICING

Contractor shall provide the Town with an invoice once per for the Work performed in the prior month. At a minimum, the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Agreement number
- Date of invoice
- Invoice number (Invoice numbers cannot be repeated)
- Name and Type of Program,
- List of participants.
- Timeframe covered by the invoice
- Total Value of invoice
- Total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments will be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is

a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute. Contractor will use the invoice form provided by the Town.

## **2.06 DELETION OR MODIFICATION OF SERVICES**

The Town may during the term of the Agreement make modifications to the Services being provided. If the Contractor and the Town agree on modifications or revisions to any Services such changes must be made through the execution of a change order executed by both parties.

## **2.07 USE OF PROPERTY**

Town grants to the Contractor non-exclusive access for the limited use of the Facilities in “as-is” condition for providing the Programs. Use of the Facilities for any other activity(ies) is subject to the prior written approval of the Program Manager. Such approval will be at the sole discretion of the Program Manager.

## **2.08 PROGRAM CONFLICTS**

Program Manager, in his sole discretion, may change or cancel any activity due to inclement weather, special events, conflicting schedules, Program events or Services, for unforeseen circumstances or emergencies including, but not limited to, maintenance of the Property, or for any reason that is in the best interest of the Town.

## **2.09 MAINTENANCE OF THE FACILITIES**

The Town will provide routine maintenance, utilities, and solid waste for the Facilities. Maintenance above and beyond what is normally provided for use of the Facilities will be provided by the Contractor, subject to the prior written approval of the Program Manager.

## **2.10 MANAGEMENT OF STAFF AND PROGRAM PARTICIPANTS**

Contractor agrees to monitor and control all Program participants, including, but not limited to Contractor’s staff, instructors, volunteers, guests, and invitees while at the Facilities and during any activities organized by the Contractor at the Facilities.

Contractor must comply, at its own cost, with Section 409.175, Florida Statutes, and the Town’s Administrative Order 07-01, requiring the Contractor to conduct background investigations for all instructors, employees, or volunteers prior to the Licensees use of the Property under this Agreement.

These investigations must meet the requirements for the Level 2 background and screening requirements as set forth in Section 435.04, Florida Statutes.

Contractor must not allow any instructor, employee, or volunteer who does not meet the above stated requirements to provide any Service under this Agreement.

An affidavit indicating all staff and volunteers associated with the operation of Programs, classes and/or activities under a Program(s) for the Contractor have passed a Level 2 background check must be received no later than fourteen (14) days prior to the start of the particular program, class, and/or activities. A new Affidavit is required on an annual basis.

Contractor’s Program(s) must include safety guidelines as well as guidelines and standards for the conduct of Contractor staff and volunteers in interfacing with the general public and Town officials in a courteous and professional manner. Contractor must at all times have a competent supervisor on site who is responsible for management and supervision, of the Program(s). Such guidelines and standards may be subject to the review and approval of the Town.

Contractor shall ensure that all volunteers and staff obtain IDs issued by the Town prior to start of program and have their ID’s visible at all times while on the Property.

## **2.11 ALTERATION AND IMPROVEMENTS TO THE FACILITIES**

Contractor must not make any permanent or temporary alterations, improvements, or additions to the Facilities, including, but not limited to, Park areas, as well as signs and banners, without the prior written consent of the Program Manager. Any alteration, improvement or addition to the Facilities approved by the Program Manager must be designed, constructed with appropriate permitting, installed, and



maintained in a good, safe, and workmanlike manner, and will be provided solely at the Contractor's expense.

Unless otherwise agreed in writing by the Town, any alteration, improvement, or addition to the Facilities made by Contractor shall be removed by Contractor at the expiration date or earlier termination date of the Agreement. If the Town desires to retain any alteration, Town will notify Contractor in writing of its intent prior to the termination date of this Agreement.

#### **2.12 TOWN'S RIGHT TO OBSERVE AND INSPECT**

Town has the right, but not the obligation, at any time, to have one or more of its representatives present during the Program(s) to observe the Contractor's Program(s), use of the Facilities, and make any inspections the Town deems necessary. The purpose of such observations and inspections are to ensure the Contractor's compliance with the terms and conditions of this Agreement.

#### **2.13 MARKETING**

Contractor will promote the program on its own and in partnership with the Town. All promotional materials will be approved by the Town prior to distribution and marketing materials must have the Town's logo on materials.

#### **2.14 SIGNAGE**

Contractor will not install or place any signs on Town Property without the prior written approval of the Program Manager.

#### **2.15 LIABILITY RELEASE AND WAIVER REQUIREMENTS**

The Contractor must require all staff, volunteers, and Program participants of legal age to submit to the Contractor signed liability release and waiver forms drafted or approved by the Town, releasing the Town and the Town's officers, employees, and agents, from any and all liability in connection with such students' participation in Contractor Program(s). The Contractor must require all Contractor's staff, volunteers, and Program participants not of legal age to submit Contractor liability release and waiver forms signed by their parents or legal guardians, drafted, or approved by the Town, and releasing the Town and the Town's officers, employees, and agents, from any and all liability in connection with such individual's participation in the Contractor's Program(s). Contractor must retain all such forms on file. The Town may inspect and copy such release and waiver forms at any reasonable time.

#### **2.16 MONTHLY REPORTS**

Contractor shall provide the Program Manager with a monthly report, which reflects the number of participants per class per Program, fees collected (if applicable), number of scholarships, number of Miami Lakes' residents and other necessary information determined by the Program Manager. In addition, the monthly report will also include a summary of the quality assurance plan and evaluations taken or implemented during the reporting month. The form and format of the report will be subject to the approval of the Program Manager.

#### **2.17 TRANSPORTATION OF PROGRAM PARTICIPANTS**

Where the Contractor provides transportation for Program participants, inclusive of trips, transportation from school to the Facilities, etc., the Contractor is solely responsible for all cost associated with such transportation for Programs even if the fees are paid by the Town. All vehicles must be fully insured as required by this Agreement and such vehicles are subject to inspection by Town staff. Vehicles not acceptable to the Town for use under the Agreement must be replaced by the Contractor at no additional cost to the Town.

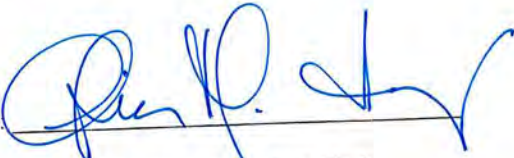
**END OF SECTION**


**SIGNATURE PAGE FOLLOWS**

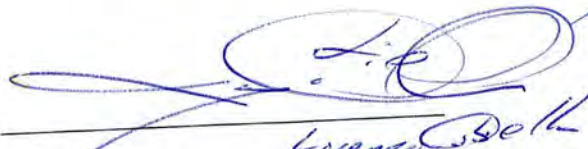
IN WITNESS WHEREOF, Town and Licensee have executed this Agreement as of the dates set forth above.

Attest:

TOWN OF MIAMI LAKES

By:   
Gina Inguanzo, Town Clerk

By:   
Edward Pidermann, Town Manager

By:   
Town Attorney

Signed, sealed, and witnessed in the presence of:

By: ~~\_\_\_\_\_~~  
*see attachment for Notarized Block Requirements for the State of FL*

As to the Contractor:

(Camp Wannado After School Program)

By:   
Name: Lester L Wilkins Jr  
Title: President

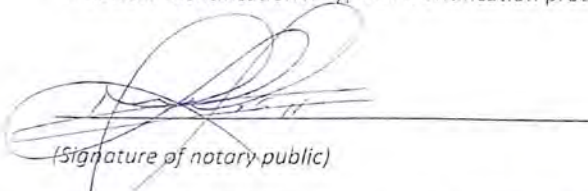
(\*) In the event that the Contractor is a corporation, Contractor shall be attached the corporate resolution authorizing the officer who signs the Agreement to do so in its behalf.

State of Florida Acknowledgement Notary Certificate

STATE OF FLORIDA  
COUNTY OF Broward

On 02/22/2021, before me, WENDY SANTOS, a notary public, personally appeared by physical presence, LESTER  
LEBRON-MELVIN WILKS, JR who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the attached *Notice of Award 174 2021-22* [name of document]  
instrument and acknowledged to me that that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of  
which the person(s) acted executed the instrument. I certify under PENALTY OF PERJURY under the laws of the  
State listed above that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Personally known  OR  
Produced identification  Type of identification produced: FLDL



(Signature of notary public)

My commission expires: *December 09, 2023*



Wendy Marfel Santos  
State of Florida  
My Commission Expires 12/09/2023  
Commission No. GG 938249

Official Seal

**ATTACHMENT A. CONTRACTOR'S PROPOSAL**



**After School Program Inc**

**CAMP WANNADO AFTER SCHOOL PROGRAM INC.**

LESTER WILKS JR., PRESIDENT  
3868 North University Drive, Plantation, Florida 33351  
campwannadoasp@icloud.com • (954) 531-4227



# RECREATION PROGRAM SERVICES

ITN NO. 2021-22

**EDWARD PIDERMANN,**  
**TOWN MANAGER**  
TOWN OF MIAMI LAKES  
6601 MAIN STREET  
MIAMI LAKES, FLORIDA 33014

**ORIGINAL**



## TRANSMITTAL LETTER

March 30, 2021

Dear Mr. Pidermann,

**Camp Wannado After School Program, Inc. (Camp Wannado)** seeks to partner with the esteemed Town of Miami Lakes (Town) to provide Recreation Program Services. It is our desire to serve the community by providing Specialty Camps (Winter, Spring and Summer) and After School program services. Camp Wannado offers advanced technology, cooking, performing arts, and life skills programming which seeks to promote the total development of the child and upholds the higher standard of services to provide parents with the security needed to trust us with the future, their children. We are currently providing these services at 4 sites across South Florida and are eager to offer our unique style of academic enrichment, recreation, and child development to the Town.

Camp Wannado After School Program, Inc.'s staff members have been providing childcare services for over ten (10) years. **Our staff members are trained and equipped to deliver services to hundreds of students daily across our various Miami-Dade and Broward County sites.** We are one of the few programs currently partnered with Broward County Public Schools to provide After School programs and our CEO has lead programs in partnership with other municipalities as well as private partnerships.

Camp Wannado is excited about the opportunity to partner with Town to function as an extension of it, working hand-in-hand to ensure youth of all ages and backgrounds have a safe environment where they can learn and grow.

I would like to thank you for your consideration of our proposal and **look forward to further discussing your vision and how Camp Wannado can serve the vibrant, growing and melting pot community that is Miami Lakes.**

Please feel free to contact me at 954-531-4227 or [campwannadoasp@icloud.com](mailto:campwannadoasp@icloud.com) should you have any questions.

Best Regards,

**LESTER WILKS, JR.**

President



## RECREATION PROGRAM SERVICES

ITN NO. 2021-22

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### Appendix A – ITN Schedule of Fees



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RECREATION PROGRAM SERVICES

ITN NO. 2021-22

**1. ADMINISTRATION AND STAFF QUALIFICATIONS**



# 1. ADMINISTRATION AND STAFF QUALIFICATIONS

Camp Wannado After School Program is a premier community program that provides South Florida’s students with inclusive after school and camp services within environments that are safe and nurturing. The organization offers advanced technology, cooking, performing arts, and life skills programming which seek to promote the total development of the child and upholds the higher standard of services to provide parents with the security needed to trust our services. We currently have locations in the following cities: North Miami, Hallandale Beach, Sunrise and Fort Lauderdale. We are also partnered with the Broward County School Board to implement programming in schools in an effort to prevent students from engaging in harmful or delinquent activities.

Across locations, our staff serves hundreds of youth daily. Camp Wannado After School Program employs staff members that have been providing childcare services for over ten (10) years. Our services are offered after regular school days as well as non-school days and summer months. The program provides positive direction, training and encouragement to youth to discipline and augment their life skills.

## 1.1 Organizational Structure

Below is a depiction of our proposed organizational structure for this contract:



## **1.2 Position Qualifications and Responsibilities**

**Director of Operations** - This individual's primary responsibility is to oversee all activities and reporting of on-site Directors, Site Directors, and Program Coordinators.

Key Requirements:

- Bachelor's Degree preferred
- Excellent written/verbal communication skills
- Prior experience as director or operations manager
- Analytical skills to evaluate data and make operational decisions
- Solid references

Responsibilities:

- Oversee all staff responsibilities
- Identifying and targeting areas in which the organization can improve operation
- Monitoring site finances
- Overseeing employee productivity
- Researching and implementing new directives for business growth and prosperity
- Developing and implementing guidelines for employee evaluations, recruitment and promotion

**Program Coordinator** - The coordinator provides educational components for all sites and ensure that evidence-based curricula is being taught correctly and effectively monitored.

Key Requirements:

- Associate's or Bachelor's degree in a related field.
- Early childhood education experience may be preferred.
- Licensure is required.
- Comply with local, state, and federal laws governing child-care.
- Excellent written and verbal communication skills.
- Strong leadership and interpersonal skills.
- Excellent organizational, problem-solving, and time-management skills.
- Friendly and approachable demeanor.
- Maintain a professional appearance, attitude, and work ethic at all times

Responsibilities:

- Ensure a safe, happy, and stimulating environment for children.
- Manage and coordinate curricula with staff that complies with state and federal requirements.
- Ensure that center facilities are safe for children and comply with laws and regulations.
- Evaluate and purchase materials, equipment, and supplies.
- Develop and facilitate a marketing and communications plan.

**Site Director and Manager-** The site director is responsible for the handling of the students as it relates to the programs recreational and academic components as assigned by the Program Coordinator. This position is responsible for serving as a liaison between the service site and the Program Coordinator. The Site Manager provides student and staff supervision and leadership. The goal of this position is to ensure that the students in our care are provided with safe and enriching activities and to ensure that the site is compliant with Camp Wannado, DCF, Needs Assessment and Children Service's standards.

Responsibilities:

- Ensure a safe, happy, and stimulating environment for children.
- Manage and coordinate curricula with staff that complies with state and federal requirements.
- Ensure that center facilities are safe for children and comply with laws and regulations.
- Evaluate and purchase materials, equipment, and supplies.
- Manage and support teaching staff and promote their professional development.
- Interview, hire, and train new staff members, ensuring they meet all policies and legal requirements.
- Complete ongoing training and courses to remain up to date with State and local standards.
- Communicate and meet with parents regarding their children and the center's policies.
- Manage and oversee the budget and accounts and ensure that the center remains profitable.

**Teachers/Activity Leader (Counselor) -** The teachers facilitate the educational part of our program while assisting children in our care with homework help. The primary aim of this position is to provide direct

supervision and leadership to the students enrolled in the program and to carry out activities designed to ensure that the students in our care are provided with safe and enriching student experience.

- High School Graduate
- Must be at least 18 years old
- Must take and successfully pass a drug test
- Must comply with fingerprinting requirements and have a local and national background check
- Must complete 40hour childcare course within the first year of employment; Bilingual (English and Spanish preferred)
- Must submit a recent physical doctor's report and be in good health
- Must have taken or enrolled in child development coursework
- Must participate in on-going professional classes and complete within 30 days anti-bullying training
- Development requirement- Receive training and certification in pediatric CPR and First Aid.

**Front Desk Admin** – Front Desk Staff are vital to the success of our program as their duties are to ensure that our entire program satisfies the needs of the families and children entrusted to our program. They are responsible for maintaining accountability of our supervision through record keeping and communication with staff. The position also includes the responsible to collect all parent fees while maintaining a professional and friendly environment.

**Note:** Before any staff member is hired, they must go through a screening process which is done by our Director of Operation and Area Manager. After staff is hired, they are required complete through a two (2) week training before initiating contact with a group, after which the staff member begins a three (3) month probationary period. After three months are completed the staff member will be classified as a regular employee which completes evaluation every three (3) months.

The following page lists our proposed staff for this contract, their role and qualifications.

- **Lester Wilks, Jr.** - Mr. Wilks will serve as the Director of Operations. He will be the Town's point of contact and manage the contract overall. He holds over 15 years of experience and has served as the Aftercare Director for sites with over 300 students per site. Mr. Wilks have been an on-site director for 10 plus years in a school age aftercare/summer programs in the Dade and Broward Counties schools. He is the founder of Camp Wannado ASP He currently has is high school Diploma, 40 childcare Hours and Director Credentials mandated by The Department of Children and families, Certified in first aid & C.P.R.
- **Dr. Jacqueline Williams-Brooks:** Dr. Brooks is one of our internal directors. She holds over 28 years of experience and her duties include developing enriching activities for our sites. For the purposes of this contract she will serve as the Program Coordinator. Dr. Brooks was formally a Teacher in the Miami Dade County Public School System and retired Social Worker for region two in the MDCPS. She has a Master's in Social Work and doctoral in Early Childhood Education. She also specializes in overseeing children with special needs and is our go to expert should any incidents occur relating to a program participant with special needs.
- **Mrs. M. Wilks:** Mrs. Wilks currently serves as our Area Manager. Her duties include but are not limited to facilitating all on-site Directors and counselors for Camp Wannado ASP. For this contract she will server as a Site Manager/Director. Mrs. Wilks holds a Bachelor's Degree in Family Consumer Science and a Master's in Education. She is also waiting for the arrival of her Directors Credential which is being issued by The Department of Children and Families.
- **Consuela Williams:** Ms. Williams is one of our on-site Directors with over 15 years of experience. Her duties include but are not limited to providing supervision for Camp Wannado ASP at one site. For this contract she will serve a Site Manager/Director. She holds her Director's credential. She also has her Associate of Art in the field of Early Childhood Education and C.D.A which is not required to run a site but exceeds the qualification.
- **Lakita Wilks** – Certified Teacher/Activity Leader with over 10 years over experience.
- **Rodney Robertson** – Certified Teacher/Activity Leader with over 10 years over experience.
- **Indya O'neal** – Certified Teacher/Activity Leader with over 12 years of experience.
- **Keveion Hastey** – Certified Teacher/Activity Leader with over 8 years of experience.
- **Emilia Geck** – Certified Teacher/Activity Leader with over 8 years of experience.
- **Yvonne Cooper** - Certified Teacher/Activity Leader with over 10 years of experience.

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## RECREATION PROGRAM SERVICES

ITN NO. 2021-22



## 2. PROGRAM EXPERIENCE



## 2. PROGRAM EXPERIENCE

### Before and After School Programs – Broward County Public Schools



**Project Description:** Camp Wannado Afterschool Program, Inc is one of the few providers, approved to provide Summer Camp and no-school days programs with the option to provide afterschool care at Broward County Public Schools and educational centers. Camp Wannado also provides students with transportation as needed and field trips are always fun and safe.

Camp Wannado is also providing as safe haven for students on No-School days as well assisting students with e-learning as the result of the Covid-19 Pandemic.

**Reference:**

**Name:** Cara Tibble  
**Address:** 600 SE 3rd Ave, Fort Lauderdale, FL 33301  
**Phone:** 754-322-8550  
**Email:** Cara.Tibble@Browardachools.com

**Dates:** 2019 - Ongoing

## **Camp Wannado Afterschool Program – at Renaissance Charter School**



**Project Description:** Camp Wannado Afterschool Program, Inc. provided an After-School Sports Camp at Renaissance Charter School in Plantation. The camp had over 235 participants from grades K-8.

Students participated in Attached is a letter of recommendation from the Principal of Renaissance Charter School.

### **Reference:**

**Name:** Sheriffee Humphrey  
**Address:** 6701 W Sunrise Blvd, Plantation, FL 33313  
**Phone:** (347) 731-2743  
**Email:** shumphrey@plantationcharter.org

**Dates:** 2016 - 2019



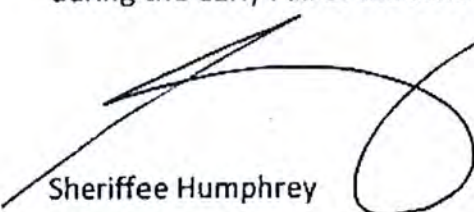
**RENAISSANCE**  
**CHARTER SCHOOL**  
at Plantation

March 22, 2019

To Whom It May Concern,

This letter serves as an acknowledgment that Mr. Lester Wilks has previously served as an Aftercare Director for the Before and Aftercare program at Renaissance Charter School at Plantation. During his tenure the Aftercare program served students in grades K-8 students.

Subsequent to that, Mr. Wilks provided Renaissance Charter School at Plantation with an afterschool sports program - Camp Wannado Sports that served grade(s) K-5 and was conducted during the early Fall of the school year for three consecutive years. Total Enrolled: 235 students K-8<sup>th</sup> Grade



Sheriffee Humphrey

Principal

Renaissance Charter School at Plantation

## **Camp Wannado Afterschool Program – at Flippo’s in Hallandale Beach, FL**



**Project Description:** Camp Wannado Afterschool Program, Inc is providing Before and After School Programs as well as Summer, Winter, and Spring camps at this facility in partnership with Flippo’s. Camp Wannado provides students with transportation as needed and field trips are always fun and safe.

Camp Wannado is also providing as safe haven for students on No-School days as well assisting students with e-learning as the result of the Covid-19 Pandemic.

### **Reference:**

**Name:** Gabrielle Graham

**Address:** 801 N Federal Hwy, Unit 205  
Hallandale Beach, Fl 33009

**Phone:** (954) 947-7788

**Email:** sunrise@flippos.net

**Dates:** 2015 - Ongoing

## **Camp Wannado Afterschool Program – at Flippo’s in Sunrise, FL**



**Project Description:** Camp Wannado Afterschool Program, Inc is providing Before and After School Programs as well as Summer, Winter, and Spring camps at this facility in partnership with Flippo’s. Camp Wannado provides students with transportation as needed and field trips are always fun and safe.

Camp Wannado is also providing as safe haven for students on No-School days as well assisting students with e-learning as the result of the Covid-19 Pandemic.

**Reference:**

**Name:** Gabrielle Graham  
**Address:** 3868 N University Drive,  
Sunrise, FL 33351  
**Phone:** (954) 947-7788  
**Email:** sunrise@flippos.net

**Dates:** 2015 - Ongoing

## **Camp Wannado Afterschool Program – at Flippo’s in Fort Lauderdale, FL**



**Project Description:** Camp Wannado Afterschool Program, Inc is providing Before and After School Programs as well as Summer, Winter, and Spring camps at this facility in partnership with Flippo’s. Camp Wannado provides students with transportation as needed and field trips are always fun and safe.

Camp Wannado is also providing as safe haven for students on No-School days as well assisting students with e-learning as the result of the Covid-19 Pandemic.

**Reference:**

**Name:** Gabrielle Graham  
**Address:** 1455 SE 17th St  
Fort Lauderdale, FL 33316  
**Phone:** (954) 947-7788  
**Email:** sunrise@flippos.net

**Dates:** 2019 - Ongoing

## **Camp Wannado Afterschool Program – North Miami**



**Project Description:** Camp Wannado Afterschool Program, Inc is providing Summer, Winter, and Spring camps at this facility. Camp Wannado provides students with transportation as needed and field trips are always fun and safe.

Camp Wannado is also providing as safe haven for students on No-School days as well assisting students with e-learning as the result of the Covid-19 Pandemic.

**Reference:**

**Dates:** 2021 - Ongoing



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## RECREATION PROGRAM SERVICES

ITN NO. 2021-22

### ▶ 3. PROGRAM DESIGN AND SCHEDULE



### 3. PROGRAM DESIGN & SCHEDULE

Camp Wannado After School Programs follow a daily planned schedule of developmentally appropriate activities. These include student academic support for homework, reading enrichment, arts and crafts, music, dance, organized sports, outside play, and indoor games. Certified teachers are hired to work with students in our after-school programs to facilitate many of these specialized student activities.

| Time             | Grades K- 1   | Time                                | Grades 2 - 5   |
|------------------|---|-------------------------------------|--|
| 1:50PM           | Bus Pickup at School  | 3:00PM                              | Bus Pickup at Schools                                |
| 2:20 PM - 2:55PM | Arrival/Attendance/<br>Bathroom Break/Snack                             | 3:30PM - 4:00PM                     | Arrival/<br>Attendance/Bathroom<br>Break/ Snack      |
| 2:55PM - 3:45PM  | Homework Support  | 4:00 PM - 4:45PM                    | Homework Support                                     |
| 3:45PM - 4:30PM  | Health & Wellness/Nutrition<br>Lab                                      | 4:45PM - 5:15PM                     | Health & Wellness/<br>Nutrition Lab                  |
| 4:30 PM - 5:15PM | Reading Cafe/Enrichment<br>(Service Learning)                           | 5:15PM - 6:00PM                     | Reading Cafe/Enrichment<br>(Service Learning)        |
| 5:15PM - 5:45PM  | Recreation Time/Arts<br>&Crafts/Sports and Games                        | 6:00PM                              | Program Closing                                      |
| 5:45PM - 6:00PM  | Closing Session/ Clean up   |                                     |  |
| Time             | Grades 6 - 8  | Time                                | Grades 9 - 12  |
| 3:50 PM          | Bus Pickup at Schools   | Reading<br>Cafe/Creative<br>Writing | Three (3)<br>times a<br>week                         |
| 4:00 PM - 3:50PM | Arrival/ Attendance<br>Bathroom Break/Snack                             | Homework<br>Assistance              | Daily  |
| 3:50PM - 4:35PM  | Homework Support  |                                     | Certified teachers instruct<br>the students.         |
| 4:35PM - 5:15PM  | Reading Cafe/Enrichment/<br>Health & Wellness/<br>Nutrition Lab/Cooking |                                     | Certified subject teachers<br>instruct the students. |
| 5:15PM - 6:00PM  | Recreation Time/Arts &<br>Crafts/Sports and Games                       |                                     |  |
| 6:00PM           | Program Closing   |                                     |  |

### 3.1 Specialty Camps Design and Schedule (Summer, Winter and Spring)

**Summer/Winter/Spring Camps:** Camp Wannado’s Day Camps offer children a safe and positive environment to learn and grow. Our camps promote constructive developmental experiences, as well as character and skill building. Through our indoor activities children develop bonds, learn life skills such as cooking and are exposed to the arts. During the outdoor activities children experience a sense of achievement through sports and dance activities. These activities stimulate students both physically and emotionally.

Day campers are able to explore creativity, teamwork and leadership in a wide range of physically active programs that influence lifelong healthy living. The youth have the opportunity to enjoy an outdoor environment where they develop an appreciation of nature. Day camp builds an interest in community with experiences in local and global culture is where campers gain an appreciation for others different from themselves. Today, while safely adhering to Covid-19 guidelines, Day Camp is more vital than ever, with an increased emphasis on child safety, summer learning traditions, personal values and social skill.

Below is the proposed schedule for Summer/Winter/Spring Day Camps:

| 8:00 AM - 9:00 AM   | Campers Arrive Sign In Breakfast<br>Recreation/Rec Time |
|---------------------|---|
| 9:00 AM - 9:30 AM   | Opening Ceremonies                                      |
| 9:30 AM - 10:30 AM  | Health & Wellness                                       |
| 10:30 AM - 11:00 AM | Academics/ Reading                                      |
| 11:00 AM - 11:45 AM | Lunch   |
| 11:45 AM - 1:00 PM  | Service Learning /Character Development                 |
| 1:00 PM - 1:30 PM   | Wanna Dance   |
| 1:30 PM - 2:30 PM   | Academics/Enrichment                                    |
| 2:30 PM - 3:30 PM   | Rec Time/Arts & Crafts                                  |
| 3:30 PM - 4:00 PM   | Snack/ HEPA Lab   |
| 4:00 PM - 4:30 PM   | Closing Ceremonies                                      |
| 4:30 PM - 6:00 PM   | Sign Out/Rec Time                                       |

### 3.2 Sign-in/Sign-out Procedures

Camp Wannado is committed to the safety of children. All afterschool program and camp participants must be registered by a parent/guardian upon entry to the program. Daily, staff will sign-in children upon arrival. In general, only the custodial parent or legal guardian of a child, listed on their authorization form, will be permitted to sign out a child. A custodial parent or legal guardian may authorize us to release a child to another person by providing the relevant information for that authorized person on the child's registration form. Telephone calls are not accepted and anyone picking up a child must present their ID.

### 3.3 Quality Assurance/Program Evaluation

Camp Wannado After School Program Inc. operates in the following manner:

- 1) Surveys will be done at the beginning, middle and end of all camps. This data will be gathered and compiled as a report and should the report indicate a need for improvement in any area of the program adjustments will be made.
- 2) Health and Safety procedures put in place by the state as well as Covid-19 guidelines given by the CDC.
- 3) There will also be assessments by age group at the beginning, middle, and end of the programs. This data will be compiled into a report and shared with the Town. Adjustments to the program will be made if the report deems necessary.
- 4) Discipline: At the first sign of offense students are issued a **warning**. If the behavior continues a student is given an **age appropriate time out** session to reflect on their behavior and the choices, they have made to place them there. If the disruptive behavior continues to happen an **official write up** from the supervising staff member will be written and a **parent conference** will be scheduled to discuss the behavior. Camp Wannado will then employ an **in/outdoor suspension** based on the severity of the issue and will use **removal** from the program if necessary, to secure a safe atmosphere for everyone.
- 5) Child Abuse and Neglect- Camp Wannado Staff and affiliates who have a reason to believe that a child is being abused or neglected shall report it to the authorized officials in the City and State. Child abuse as witnessed or perceived by staff interaction with a child shall be reported.
- 6) Anti-Bullying- Camp Wannado After School Program Inc. adheres to SBBC Policy 5.9, namely, to prohibit any form of bullying, whether it be in person or cyberbullying. It is not tolerated by the program and if the bullying happens Camp Wannado will followed its aforementioned policy for discipline.
- 7) Parent Involvement: Parent involvement is a vital part of the Camp Wannado program parents are given opportunities to engage with staff and their children in the following ways. We host Parent nights as well as talent shows for them to attend. To increase parental knowledge of matters pertaining to their school aged children we also provide a monthly newsletter called the Parent Corner.
- 8) Reasonable accommodation- In accordance with the ADA, Camp Wannado ASP will take in consideration any necessary accommodations on a case by case basis.

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▶ **4. INCLUSIVITY NARRATIVE**



## 4. INCLUSIVITY NARRATIVE

We strive to make Camp Wannado a haven for all students. No matter the location, Camp Wannado is a place where children from all backgrounds and at all levels of learning can participate in our programs. Our team has specializations in the fields of Childcare Management, Education, Special Education, Social Work, Behavior Management and Recreation Management. Over the years we have been grateful to hear the positive feedback from parents of children with special needs, who via participation in our program began to increase their ability to participate in activities, eat foods that they previously would not eat, or gained confidence/ a sense of belonging.

It's in those moments that we remember why Camp Wannado was started to begin with. Wherever possible, our programs are designed with ALL children in mind and we strive to meet the needs of children of varying abilities and exceptionalities. Be it a physical, developmental, sensory or learning disability, our staff are all trained for these challenges. We often find that by interacting with the other children a ton of growth happens both for the children without special needs, who learn to interact with children who are not so different from them, as well as special needs children being inspired by their peers and ultimately gaining a higher sense of independence.

In accordance with the ADA, Camp Wannado ASP will take in consideration any necessary accommodations on a case by case basis. Our Staff is constantly trained best practices related to inclusion, behavioral management and working with Children with Autism Spectrum Disorders (ASD). During the initial program registration, we do our best to ask the proper questions in order to match the child with the appropriate inclusion program.

From time to time there may be a need for one on one attention for a child. Camp Wannado is structured in a way where our counselors can provide this independent care as needed. Ensuring the safety of our children at all times also includes ensuring their emotional safety. No matter the circumstance a child will not be humiliated should a behavioral incident arise. Instead we will attempt to do the following:

- Redirecting children to more acceptable behavior or activity,
- Listening when children talk about their feeling and frustrations.



- Guiding children to resolve conflicts and teaching skills that help children to solve their own problems.
- Patiently reminding children of rules and rationale as needed.
- Valuing mistakes and learning opportunities.

On the rare occasion that none of the measures listed above are successful, we then get the parents involved. This has been a rare occurrence within our program, as our programs are designed with inclusivity in mind. However, the process for continuous behavioral incidents is as follow.

1. Parent conference with Site Director/Manager to come up with Improvement Plan made up of short term and long-term goals
2. Short-term Suspension
3. Removal from Camp Wannado After School Program



## 5. SCHOLARSHIPS AND FUNDING SOURCES



## 5. SCHOLARSHIP AND FUNDING SOURCES

Camp Wannado is pleased to say that we presently offer in-house scholarships. These scholarships are offered on a case by case basis for families able to demonstrate being financially disadvantaged. At the beginning of each year Camp Wannado projects the number of in-house scholarships we will be able to provide across our various locations.

We are also in the process of seeking funding from The Children's Trust and other organizations so that we can increase the number of scholarships we provide.

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**6. PROGRAM/PARTICIPANT EXPANSION PLAN AND MARKETING**



## 6. PROGRAM/PARTICIPANT EXPANSION PLAN AND MARKETING

The #1 concern for all parents right now is safety! Covid-19 has impacted our marketing plan but not the quality of service we provide our campers here at Camp Wannado ASP. Despite being in an ongoing Pandemic we have been able to maintain and even grow the number of children we serve across locations. Camp Wannado is fortunate to say that we have remained in operation throughout the entire Pandemic and have not had any Covid-19 cases at any of our facilities. This gives us the confidence to ensure parents that their children will indeed be safe in our care. Camp Wannado ASP will promote the program on its own and in partnership with the Town. All promotional materials will be approved by the Town prior to distribution and marketing materials must have the Town's logo on materials.

Our modes of Marketing include regular calls and email communications to previous and existing participants, banners at program locations, social media (Facebook & Instagram), distribution of Flyers/brochures, and direct mailers. Marketing materials are distributed well in advance of any Camp and continuous marketing is done for our After-School programs. Students participating in our Winter Camp leave with the dates and information pertaining to our Spring Camp and the Spring Camp attendees leave with the details pertaining to Summer Camp. This gives ample time for parents to prepare and call or email with any questions they may have.

Additional marketing will take place while programs are in session. The marketing plan will be as follows:

| Strategy                  | Plan of Action  |
|---------------------------|---|
| <b>Targeted Marketing</b> | Although non-residents are accepted our marketing efforts will be focused in the Town of Miami Lakes.   |
| <b>Promote Safety</b>     | Assure parents that their child(ren) will be safe and that CDC suggested guidelines are being adhered to. Temperature checks can be done at the start of everyday when students arrive. |

- Community Partnership** Expand programs and locations by leveraging relationships with businesses, organization, public and private schools as well as nearby municipalities to broaden participant base.
- Pricing/Scholarships** Competitive pricing and the option of scholarships for parents with multiple camp age children has always proven to be an effective marketing strategy.
- Social Media Engagement** Participate in local parental groups on social media as well as utilization of ads to increase awareness of programs and credibility.
- Retention and Referral Strategy** Word of mouth is still one of the best forms of marketing. Excellent customer service, building strong relationships with families, and clear and effective communication not only helps to retain participants but encourages them to tell others about our programs.  
  
This requires constant opportunities for parents to provide feedback and making any necessary improvements.



RECREATION PROGRAM SERVICES

ITN NO. 2021-22

**▶ APPENDIX A  
PRICE COMPONENT OF THE ITN**







RECREATION PROGRAM SERVICES

ITN NO. 2021-22

▶ 7. FORMS



**EXHIBIT B – FORMS AND AFFIDAVITS**



### A. Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable, in such instances insert "N/A".

#### A. Company Profile

1. Name of Company: CAMP WANNADO AFTER SCHOOL PROGRAM
  - a. Registered D/B/A Name (if applicable): CAMP WANNADO
2. Years has your company been in business under its current name and ownership? 3
  - a. Professional Licenses/Certifications (include name and number)\* N18000010077 Issuance Date 9/19/2018
3. Type of Company: (Circle one): Individual   Partnership   Corporations   LLC   Non-Profit  
 If other, please describe the type of company: \_\_\_\_\_
  - a. FEIN/EIN Number: 83-1975997
  - b. Date registered to conduct business in the State of Florida: 9/18/2018
    - i. Date filed: 09/15/2018                      Document Number: N18000010077
4. Name and Licenses of any prior companies
 

| Name of Company | License No. | Issuance Date |
|-----------------|-------------|---------------|
| N/A             |             |               |
5. Name of affiliated companies (where individuals are owners or board members of multiple companies)
 

N/A
6. Company Ownership or Board of Directors
  - a. identify all owners/board members of the company
 

Lester Wilks, Jr. - President/Owner (100%)

Melrose Wilks - Vice-President



7. Have any claims lawsuits been file against your company in the past 5 years, If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement.

No.

8. To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity.  Yes  No If yes, provide details on a separate sheet.

9. Key Staff or Principals of the company (have) \_\_\_\_\_ (have not) <sup>X</sup>\_\_\_\_\_ been convicted by a Federal, State, County or Municipal Court of or have any pending violations of law, other than traffic violations. To include stockholders over ten percent (10%). Explain any convictions or pending action on a separate sheet.

10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years?  Yes  No (If yes, provide an attachment that provides an explanation of the project and an explanation.

11. Has the Proposer or any of its principals failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?  
 Yes  No If yes, provide details on a separate sheet.

12. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes  No If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

#### B. Company Operations & Procedures

1. Does your company have written plans, policies & procedures in place for the following:
- Care of children with special needs, which include providing reasonable accommodations in accordance with the American Disabilities Act (ADA). Yes  No
  - Child behavior management. Yes  No
  - Recruitment, training, selection, screening, management, and retention of staff. Yes  No
  - Enforcement of health and safety standards established by federal, state, and local regulations. Yes  No
  - Emergency plan for severe weather conditions, missing children, sick children, and other unplanned emergencies for participants and staff Yes  No
  - Managing enrollment and waiting lists. Yes  No
  - Staffing ratios following Florida and national standards and managing age/grade categories and interaction of age groups. Yes  No



- 7. Marketing plan Yes  No
- 8. Transportation safety, supervision, and staffing Yes  No
- 9. Able to provide transportation of participant on field trips with adequate staffing  
While transporting participants to and from community center. Yes  No
- 10. Provides a nutritious daily snack and/or lunch to participants that meet USDA  
guidelines for summer food service programs. Yes  No

**C. Current and Prior Experience**

a. Current Experience

Provide an attachment to this questionnaire that lists all current projects or contracts, recently awarded, or pending award, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date.

b. Prior contracts or projects of a similar size, scope, and complexity:

Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified in Section A of the solicitation.

Information provided must include the owner's name, address and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A verifiable reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission. Bidders must use Form CRL for its reference letters.

By signing below, Proposer certifies that the information contained herein is true and accurate to the best of Proposer's knowledge.

By:   
Signature of Authorized Officer

3/23/2021  
Date

Lester Wilks, Jr.  
Printed Name



**ADDENDUM ACKNOWLEDGEMENT FORM**

Solicitation No.: ITN 2021-22

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

|                       |                      |
|-----------------------|----------------------|
| Addendum No. <u>1</u> | Dated <u>3/23/21</u> |
| Addendum No. <u>2</u> | Dated <u>3/26/21</u> |
| Addendum No. _____    | Dated _____          |
| Addendum No. _____    | Dated _____          |
| Addendum No. _____    | Dated _____          |
| Addendum No. _____    | Dated _____          |
| Addendum No. _____    | Dated _____          |
| Addendum No. _____    | Dated _____          |
| Addendum No. _____    | Dated _____          |
| Addendum No. _____    | Dated _____          |

No Addendum issued for this Solicitation

Firm's Name: CAMP WANNADO AFTER SCHOOL PROGRAM INC

Authorized Representative's Name: Lester Wilks, Jr.

Title: President

Authorized Signature:

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of  
CAMP WANNADO AFTER SCHOOL PROGRAM INC \_\_\_\_\_, a corporation organized and existing under the laws of the  
State of Florida, held on the 18 day of September, 2018, a resolution was duly passed and  
adopted authorizing (Name) Lester Wilks, Jr. as (Title) President of the  
corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested  
by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify  
that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 23 day of March, 2021.

Secretary: \_\_\_\_\_

Print: Lester Wilks, Jr.

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**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of  
\_\_\_\_\_, a partnership organized and existing under the laws of the  
State of \_\_\_\_\_, held on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted  
authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the to execute bids on  
behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official  
act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Partner: \_\_\_\_\_

Print: \_\_\_\_\_

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**CERTIFICATE OF AUTHORITY  
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) \_\_\_\_\_, individually and doing business as (d/b/a) \_\_\_\_\_ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed: \_\_\_\_\_

Print: \_\_\_\_\_



NOTARIZATION

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who ( did /  did not) take an oath.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC  
STATE OF FLORIDA

\_\_\_\_\_  
PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC

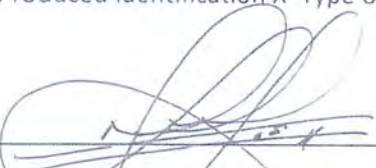
*\* See Attachment for Florida Notary*

State of Florida Acknowledgement Notary Certificate

STATE OF FLORIDA  
COUNTY OF Broward

On March 25, 2021, before me, WENDY MARIEL SANTOS, a notary public, personally appeared by physical presence, LESTER WILKS JR. who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the attached CERTIFICATE OF AUTHORITY [name of document] instrument and acknowledged to me that that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State listed above that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Personally known OR  
Produced identification  Type of identification produced: FL. DRIVER LICENSE

  
\_\_\_\_\_  
(Signature of notary public)



Wendy Mariel Santos  
State of Florida  
My Commission Expires 12/09/2023  
Commission No. GG 938249

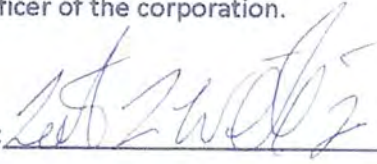
My commission expires: DECEMBER 09TH, 2023

Official Seal

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA        }  
                                  }        SS:  
COUNTY OF MIAMI-DADE  }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:   
Title: President

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that \_\_\_\_\_ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

My Commission Expires:  
\_\_\_\_\_  
Notary Public State of Florida at Large

State of Florida Acknowledgement Notary Certificate

STATE OF FLORIDA  
COUNTY OF Broward

On March 25, 2021, before me, WENDY MARIEL SANTOS, a notary public, personally appeared by physical presence, LESTER WILKS JR. who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the attached ANTI-KICKBACK AFFIDAVIT [name of document] instrument and acknowledged to me that that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State listed above that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Personally known  OR  
Produced identification  Type of identification produced: FL. DRIVER LICENSE

  
(Signature of notary public)



My commission expires: DECEMBER 09TH, 2023

Official Seal

### COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
  - 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
  - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: CAMP WANNADO AFTER SCHOOL PROGRAM INC

Authorized representative (print): Lester Wilks, Jr.

Authorized representative (signature):  Date: 3/23/21

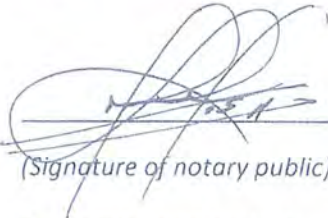


State of Florida Acknowledgement Notary Certificate

STATE OF FLORIDA  
COUNTY OF Broward

On March 25, 2021, before me, WENDY MARIEL SANTOS, a notary public, personally appeared by physical presence, LESTER WILKS JR. who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the attached CONFLICT OF INTEREST AFFIDAVID [name of document] instrument and acknowledged to me that that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State listed above that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Personally known OR  
Produced identification X Type of identification produced: FL. DRIVER LICENSE

  
\_\_\_\_\_  
(Signature of notary public)

My commission expires: DECEMBER 09TH, 2023



Official Seal

## DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

CAMP WANNADO AFTER SCHOOL PROGRAM INC

3/23/2021

Company Name:

Date

Authorized Signature:

Lester Wilks - President

Printed Name and Title



**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ }  
  } SS:  
County of \_\_\_\_\_ }

\_\_\_\_\_ being first duly sworn, deposes and says that:

- a) He/she is the Lester Wilks, Jr. (Owner, Partner, Officer, Representative or Agent) of CAMP WANNADO AFTER SCHOOL PROGRAM, the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) Price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By:

Lester Wilks, Jr.  
(Printed Name)  
President  
\_\_\_\_\_  
(Title)

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that \_\_\_\_\_ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public State of Florida at Large

State of Florida Acknowledgement Notary Certificate

STATE OF FLORIDA  
COUNTY OF Broward

On March 25, 2021, before me, WENDY MARIEL SANTOS, a notary public, personally appeared by physical presence, LESTER WILKS JR. who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the attached NON-COLLUSIVE AFFIDAVIT [name of document] instrument and acknowledged to me that that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State listed above that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Personally known  OR  
Produced identification  Type of identification produced: FL. DRIVER LICENSE

  
\_\_\_\_\_  
(Signature of notary public)



My commission expires: DECEMBER 09TH, 2023

Official Seal



**PUBLIC RELATIONS AFFIDAVIT**

Bidder's Name: CAMP WANNADO AFTER SCHOOL PROGRAM INC Solicitation No.: ITN 2021-22

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

N/A

| Last name | First name | Relationship |
|-----------|------------|--------------|
|-----------|------------|--------------|

| Last name | First name | Relationship |
|-----------|------------|--------------|
|-----------|------------|--------------|

| Last name | First name | Relationship |
|-----------|------------|--------------|
|-----------|------------|--------------|

- b) Any family relationships with any employee or elected representative of the Town.

N/A

| Last name | First name | Relationship |
|-----------|------------|--------------|
|-----------|------------|--------------|

| Last name | First name | Relationship |
|-----------|------------|--------------|
|-----------|------------|--------------|

| Last name | First name | Relationship |
|-----------|------------|--------------|
|-----------|------------|--------------|

  
Authorized Signature

3/23/21  
Date:

Lester Wilks, Jr.  
Print Name

President  
Title:

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES


THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Miami Lakes  
Lester Wilks, Jr. - President  
by \_\_\_\_\_  
[print individual's name and title]  
for CAMP WANNADO AFTER SCHOOL PROGRAM  
[print name of entity submitting sworn statement]

whose business address is  
3868 N University Drive, Suite 100, Sunrise, FL 33351

and (if applicable) its Federal Employer Identification Number (FEIN) is 83-1975997

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: )

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that \_\_\_\_\_ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public State of Florida at Large


*\* See Attachment for Florida Notary*

Document Name: SWORN STATEMENT ON PUBLIC ENTITY CRIMES

State of Florida Jurat Notary Certificate

STATE OF FLORIDA  
COUNTY OF Broward

Sworn to (or affirmed) and subscribed by personally appearing before me by physical presence this 25 day of MARCH, 2021, by, LESTER WILKS JR.

  
\_\_\_\_\_  
(Signature of notary public)  
Wendy Maiel Sanders  
\_\_\_\_\_  
(Name of notary public)

My commission expires: DECEMBER 09<sup>TH</sup>, 2023

Official Seal

Personally known            OR  
Produced identification X Type of identification produced: FLORIDA DRIVER LICENSE



**ITN 2021-22**  
**Recreation Program Services**  
**Addendum #1**  
**Due Date: 11:00AM, March 30, 2021**

This addendum is incorporated into and made a part of the Invitation to Negotiate ("ITN"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the ITN, which take precedence over the ITN documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

**Clarification**

This addendum is issued, in part, to provide the awarded submittals from ITN 2014-82 Park Program Services attached hereto.

**Questions**

1. Will the Town of Miami Lakes provide funding to the awardee(s) for operating proposed Recreation Programs?

**Response:** No.

2. Are awarded providers required to secure funding apart from the Town of Miami Lakes to operate proposed programs such as charging families or securing funding from other entities?

**Response:** Yes. Please refer to Section D1.02 titled Price Component of the ITN on Page 14 and Section 2.8 (Compensation) page 15 of the draft Contract.

**Acknowledgement:**

Lester Wilks Jr  
Name of Signatory  
President  
Title  
3/23/21  
Date

[Signature]  
Signature  
Lester Camp Wannado After School Program Inc  
Name of Bidder



**ITN 2021-22**  
**Recreation Program Services**  
**Addendum #2**  
**Due Date: 11:00AM, March 30, 2021**

This addendum is incorporated into and made a part of the Invitation to Negotiate ("ITN"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the ITN, which take precedence over the ITN documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

**Clarification**

Proposers may attach a separate State of Florida Acknowledgment Notary Certificate for the forms that need to be notarized.

**Acknowledgement:**

Lester L Wilks Jr  
Name of Signatory  
President  
Title  
3/26/21  
Date

Lester L Wilks Jr  
Signature  
Camp Wannado After School Program Inc  
Name of Bidder





**CAMP WANNADO AFTER SCHOOL PROGRAM INC.  
LESTER WILKS JR., PRESIDENT**

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**3868 NORTH UNIVERSITY DRIVE, PLANTATION, FLORIDA 33351  
CAMPWANNADOASP@ICLOUD.COM • (954) 531-4227**

## CAMP WANNADO AFTER SCHOOL PROGRAM, INC.

|                          |                       |                     |
|--------------------------|-----------------------|---------------------|
| Program Registration Fee | \$35/per family       | \$55/per family     |
| After School Program     | \$55/per week         | \$75/per week       |
| Spring Camp              | \$35/per day          | \$45/per day        |
| Winter Camp              | \$35/per day          | \$45/per day        |
| Summer Camp              | \$75 – \$135/per week | \$95 – 155/per week |