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CITY OF DORAL
PUBLIC WORKS DEPT

City of Doral
Professional Services Agreement

THIS CONTRACT made and entered into on the 12 day of January, 2018 by and between:

City of Doral
8401 NW 53rd Terrace
Doral, FL 33166
(Hereinafter referred to as "the City")

AND

Marly Q.
14411 Commerce Way, Suite 350
Miami Lakes, FL 33016
(Hereinafter referred to as "the Consultant")

WITNESSETH:

In consideration of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE I

1. **THE CONTRACT DOCUMENTS**

1.1 The documents, attached hereto and made part hereto as Exhibit "A", consists of the Proposal stamped received September 26, 2017, submitted by the Consultant detailing the elements agreed upon for the City of Doral.

ARTICLE 2

2. **SCOPE OF SERVICES**

2.1 These tasks are enumerated under the proposed Scope of Work in the proposal dated received September 26, 2017.

ARTICLE 3

3. CONTRACT SUM

- 3.1 Upon satisfactory completion of the specified work as determined by the sole discretion of the City Manager, the Consultant agrees to charge the City for time and materials associated with performing the work in accordance with the proposed scope of work and the negotiated not to exceed price of \$13,496.00

ARTICLE 4

4. CONTRACT TIME

- 4.1 The work to be performed under this Contract is specified in the Scope of Work and, subject to authorized adjustments, shall be totally complete and ready for final payment within 60 calendar days and/or by the day of the event: April 22, 2017.

ARTICLE 5

5. INVOICING AND PAYMENT

- 5.1 Once the Consultant receives the agreement and the purchase (PO) for the full amount, the Consultant will issue a 50% deposit invoice, and the balance will be due on the day of the event, Saturday, April 21, 2018. If he/she determines that the work specified in the invoice has been performed according to the job specifications, the City shall pay such invoice within 30 days.
- 5.2 The Consultant's invoice shall show a breakdown of the project components, the quantities completed and the amount due, and any other supporting documentation as may be required by the Contract documents for approval.

ARTICLE 6

6. INDEMNIFICATION

- 6.1 The Contractor shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents from any and all losses, claims, damages, liabilities, and expenses, direct, indirect or consequential due to any claim arising from or out of the contract work.

ARTICLE 7

7. INSURANCE

The Consultant shall secure and maintain throughout the duration of this agreement insurance of such type and in such amounts as required by the City Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the City Manager the insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. The insurance cover shall include a minimum of:

- 7.1 Worker's Compensation and Employer's Liability Insurance. If applicable coverage to apply for all employees at minimum statutory limited as required by Florida Law.
- 7.2 Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicles insurance, including applicable no-fault coverage, with limits of liability of not less than \$300,000 per occurrence, combined single limit for Bodily Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 7.3 Professional Liability: The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$1,000,000.
- 7.4 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall endorsed with a provision that not less than thirty (30) calendar days written notice shall be provided to the City before any policy or coverage is cancelled or restricted.

ARTICLE 8

8. ASSIGNMENT

- 8.1 This Agreement shall not be assignable by the Consultant.

ARTICLE 9

9. PROHIBITION AGAINST CONTINGENT FEES

- 9.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or

making of this Contract unless approved by the City Manager of the City of Doral.

ARTICLE 10

10. TERMINATION

10.1 This Contract may be terminated by the City upon ten days' written notice with or without cause and by the Consultant upon 30 days' written notice with or without cause. If this Contract is terminated, the Consultant shall be paid in accordance with the provisions of Articles 4 and 5 of this Contract for all acceptable work performed up to the date of termination.

ARTICLE 11

11. NONEXCLUSIVE AGREEMENT

11.1 The services to be provided by the Consultant pursuant to this Contract shall be nonexclusive and nothing herein shall preclude the City from engaging other firms to perform the same or similar services for the benefit of the City within the City's sole and absolute discretion.

ARTICLE 12

12. ENTIRE AGREEMENT

12.1 This Contract, together with all pertinent documentation shall constitute the entire agreement which may only be amended or modified upon written agreement between the parties.

ARTICLE 13

13. ATTORNEY'S FEES

13.1 In connection with any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. This provision shall exclude all litigation resolved by agreement of the parties.

ARTICLE 14

14. NONDISCRIMINATION

14.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, national origin, and agrees to abide by all Federal and State laws regarding nondiscrimination.

ARTICLE 15

15. OWNERSHIP AND ACCESS TO RECORDS AND AUDITS

15.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City. The City Manager or his designee shall, during the term of this Agreement, have access in connection with any litigation arising out of this Contract; the prevailing party shall be entitled to recover reasonable attorney's fees and costs. This provision shall exclude all litigation resolved by agreement of the parties.

ARTICLE 16

16. INDEPENDENT CONTRACTOR

16.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

ARTICLE 17

17. COMPLIANCE WITH LAWS

17.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to services provided hereunder.

ARTICLE 18

18. **NOTICES**

18.1 All notices and communications to the City shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

City: Edward Rojas
City Manager
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

With a copy to: Danilo Espino, Esq.
City Attorney
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

Connie Diaz
City Clerk
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

Consultant: Mrs. Marlene Quincoces
Marly Q
14411 Commerce Way, Suite 350
Miami Lakes, FL 33016

ARTICLE 19

19. GOVERNING LAW

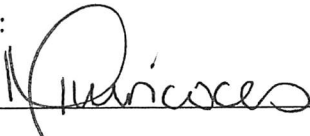
19.1 This Contract shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Contract upon the terms and conditions above stated on the day and year first above written.

Consultant:

Mrs. Marlene Quincoces
Marly Q
14411 Commerce Way, Suite 350
Miami Lakes, FL 33016

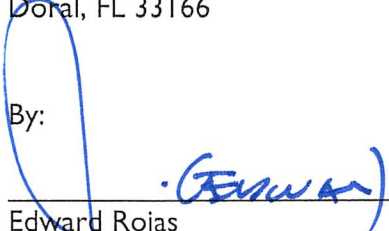
By:



City:

City of Doral
8401 NW 53rd Terrace
Doral, FL 33166

By:



Edward Rojas
City Manager



Connie Diaz
City Clerk



Daniel Espino, Esq.
City Attorney

Attest: _____



PROPOSED SCOPE OF WORK

City of Doral Earth Day + Art Walk
Saturday April 21, 2018
2:00pm – 7:00pm
Downtown Doral Park

Event Consulting + QMAP Planning Sessions

- (1) 90 Min In-Person Event Consulting Session + QMAP (Quick Master Action Plan)™**
 - Brainstorm event program, logistical needs and assess event production budget
 - Brainstorm and consult on event vendors and food & beverage plan
 - Brainstorm and consult on target event exhibitors and site plan
 - Brainstorm strategic marketing plan to increase attendance
- (4) 60 Min In-Person Event Consulting Sessions + QMAP (Quick Master Action Plan)™**
 - February = Team Meeting #1 (Public Works, Parks & Rec, Marketing, etc)
 - March = Team Meeting #2 (Exhibitor Outreach + City Marketing Campaign)
 - April = Team Meeting #3 (Finalize Event Program & Event Walk Thru)
 - May = Team Meeting #4 (Post Event Debrief Session)
- (7) 30 Min Quick Calls for Event Consulting + QMAP Accountability**
- QMAP reminder emails every month/weekly, as we near event, to ensure we are on track!
- Consulting Calls Recording Link will be provided for playback / reference at any time
- Unlimited Email Consultations per month (24-48 hour max response time)
 - Document review, feedback, advice, resources and answers to your questions right away!

Pre-Event Production & Marketing Support

Marly Q. team will take the following off your plate and keep a close eye on your overall Event Production & Marketing efforts to ensure everything is on track & being coordinated by respective team member(s):

- Event Exhibitors**
 - Directly invite, coordinate and manage event exhibitors from start to finish (30 exhibitors max)
 - Keep track of Master Event Exhibitor List with outreach results + raffle items donated
 - Directly secure and manage delivery of exhibitor raffle items to the City by specified date
- Event Program / Emcee Script**
 - Assess Event Program and create Emcee Script / Talking points
- Site Plan**
 - Assess overall Event Site Plan and recommend placement for Exhibitors & Vendors
 - City will create official Event Site Plan
- Vendors**
 - Assess overall event vendor needs required, provide referrals and consult as needed
 - City will contract & pay event vendors directly
- Volunteers**
 - Work with client to assess volunteer needs, work shifts & duties
 - Directly assist in Volunteer marketing & recruitment efforts



Day of Event Management + Entertainment

- Marly Q. will serve as your **Bi-Lingual EmCee** and **FUN Master** responsible for orchestrating the event from stage, energizing and entertaining the kids and promoting the Exhibitors, Sponsors & Raffle Prizes. (5 hours max)
- (1) CEO (Chief Event Officer) to serve as your team lead from event set up time to break down (8 hours max)
- (2) Event Managers to serve in key areas such as Registration Tent/Raffle Items (5 hours max)
- (1) Earth Day Green Man serving as walking entertainment, engagement & photo opportunities (2 hours max)
- (1) Earth Day Educational & Interactive booth for children & families (i.e. Mother Earth Kindness Wall)
- Marly Q. will choreograph, coordinate and lead a Flash Mob of Kindness with Volunteers & all available staff

Post Event

- Within 30 days of our Post Event meeting, you'll receive a *complimentary* **2018 Event Recap Report** with important notes on what worked, what didn't and how your event can shine even brighter next year!

PROPOSED SCOPE OF WORK

PROPOSED SCOPE OF WORK	SERVICE FEE
Event Consulting + QMAP (Quick Master Action Plan)	\$3,998
Pre-Event Production + Marketing Support	\$4,498
Day of Event Management + Entertainment	\$5,000

TOTAL EVENT SERVICE FEE	\$13,496
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NOTE: Proposal is valid for a period of twenty (20) business days from the date received. Event date and services are confirmed upon receipt of a signed proposal and a non-refundable deposit to commence scope of work. By signing below, Client agrees to issue a Purchase Order for Marly Q. LLC for full amount (\$13,496) and issue a 50% deposit (\$6,748) by January 31, 2018. Balance due will be split in two (2) equal payments (\$3,374) billed March 1st and April 1st with final payment due 2 business days prior to event. Your signature below confirms you have read and accept these terms. Thank you for your business and trust, we value the opportunity to help you & your event shine. Make checks payable to MARLY Q. LLC at 14411 Commerce Way - Suite 350, Miami Lakes, FL 33016.

Client Approval (signature)

Name/Title (print)

Date

Marly Q. Casanova (signature)

Marly Q CEO

Name/Title (print)

1/12/18

Date



Memorandum

Date: January 3, 2018

To: Edward Rojas, City Manager

From: Jorge Gomez, Public Works Director 

Subject: Work Order (WO) to Marly Q, LLC for Extension of Staff to the Public Works Department (PWD) General Service Administrator (GSA).

Introduction

Throughout the year, the City of Doral Public Works Department (PWD) hosts several signature events. The PWD starts the year with Arbor Day and E-Recycling Day in January; Employee and Residents Recycling trainings take place in March; Earth Day in April; National Public Works Week in May; Adopt-a-Tree in September; and several Adopt-a-Street events take place throughout the year. The General Services Administrator (GSA) is in charge of coordinating all PWD Signature Events, in addition to other administrative duties within the department such as: record keeping and administration of subdivision construction bonds, light pole banners, bus bench advertisement, Dashboard, 311 Service Requests, Odor Complaints, and other miscellaneous tasks as assigned by the Director. The GSA also serves as the chair of the Green Action Committee (GAC), is responsible for coordinating the Florida Green Building Coalition (FGBC) re-certification process with all City departments, managing the Million Orchid Project, manage the American Public Works (APWA) Accreditation program process, attending monthly Neat Street Miami member meetings, managing the Private Hauler Franchise Program, coordinating the City's recycling programs, and maintaining and documenting sustainability initiatives. In addition, the GSA is the direct supervisor of the Finance Clerk. Due to the existing workload and the effort involved in the coordination of the PWD signature events, the PWD is requesting authorization to contract an extension of staff to assist with the production of Doral's Earth Day event, also known Keep Doral Beautiful Fair. This work order will help the PWD plan, organize and coordinate an event to the highest standard.

Background

Since 2008 the City of Doral has held the Keep Doral Beautiful Fair to commemorate Earth Day. This event provides residents with an opportunity to discover products and services that are showcased by the vendors at the event that are environmentally friendly. The exhibitors that attend the event provide educational information on how to preserve and protect our natural resources in order to improve our quality of life. In accordance with the City's Green Element that was adopted as part of the City's Land Development Code in 2011, the PWD is to hold an Annual Eco Fair as part of the Community Learning and Outreach policy.

In September 2017, the PWD contacted three (3) consultants and requested proposals to assist staff with the production and coordination of the event. These consultants were: Marly Q, LLC, Atkins & Associates, and Red Carrot. For the 2017 event, additional responsibilities were added to the consultant's scope of work that were

previously performed by the PWD staff. The consultant must engage all Doral schools and secure at least thirty (30) exhibitors for the event. The PWD is also interested in attracting local and non-for-profit organizations that would provide a higher level of sponsorship by donating bicycles or other prizes for the event raffles. This will help in the engagement of the public in the City's bicycle and pedestrian program, as well as create environmental awareness.

The 2017 "Keep Doral Beautiful" Earth Day Fair event exceeded the attendance expectation with almost 1,000 people in attendance. We also have to take in consideration that we partnered with Parks & Recreation Department to combine the Earth Day with the Art Walk. This partnership proved to be a success. The PWD expects to surpass last year's attendance as a result of the consultant's assistance with the engagement of the City schools. In 2017, Marly Q, LLC was issued a work order (WO) for \$12,513.00. In 2016, the same consultant was issue a WO in the amount of \$9,000. In 2015, The AO Insight, was issued a WO for \$14,852.00 to provide assistance to the PWD staff for the event planning and production.

Recommendation

After thorough review of the submitted proposals, we respectfully recommend to award to Marly Q, LLC, for being the most qualified vendor due to their comprehensive scope of work, compliance with the PWD proposal request, and relevant experience. The PWD respectfully requests the approval of Work Order No.1 for Marly Q, LLC in an amount not to exceed \$13,496 for the provision of the event planning and coordination services of the "Keep Doral Beautiful" Earth Day event (see proposal attached).

Edward Rojas, City Manager

Approved Disapproved