



**THE CITY OF COOPER CITY  
DOCUMENT ROUTING FORM**

**ORIGINATING DEPARTMENT:** Community Development  
**DEPT. CONTACT PERSON:** Carlos Vega

**EXT.** 294

**PLEASE COMPLETE FOR AGREEMENTS ONLY\*\*\*\*\*RETURN TO CITY CLERK'S OFFICE**

**NAME OF OTHER CONTRACTUAL PARTY/ENTITY:** QLESS

**IS THIS AGREEMENT A RESULT OF A COMPETITIVE PROCUREMENT PROCESS?**  YES  NO  
**TOTAL CONTRACT AMOUNT:** \$ 5500.00 **FUNDING INVOLVED?**  YES  NO

**OTHER: (PLEASE SPECIFY)** The cost of this item will be recovered through the approved Small Cities Grant/Epermitting

**PURPOSE OF ITEM (BRIEF SUMMARY):** The purchase of this system will allow for electronic sign-ins and link to Broward County

**COMMISSION APPROVAL DATE:** \_\_\_/\_\_\_/\_\_\_ **IF THIS DOES NOT REQUIRE COMMISSION**

**APPROVAL, PLEASE EXPLAIN:** We have been awarded the funds to cover this cost through the Broward County Board of Rules and Appeals

**PLEASE COMPLETE FOR ALL OTHER ITEMS\*\*\*\*\*RETURN TO ORIGINATING DEPARTMENT**

**DOCUMENT TYPE:** \_\_\_\_\_

**PURPOSE OF ITEM (BRIEF SUMMARY):** \_\_\_\_\_

ROUTING INFORMATION	Date	PLEASE PRINT AND SIGN
APPROVAL BY DEPARTMENTAL DIRECTOR	02/01/2021	PRINT: <u>Carlos Vega</u> SIGNATURE: <u>[Signature]</u>
CITY ATTORNEY (IF APPLICABLE)	05/13/2021	PRINT: <u>Jacob Hagan</u> SIGNATURE: <u>[Signature]</u>
RISK ASSESSMENT (IF APPLICABLE)		PRINT: SIGNATURE:
ASSISTANT CITY MANAGER		PRINT: SIGNATURE:
RECEIVED BY CITY MANAGER	<u>5/14/21</u>	PRINT: <u>J NAPOLI</u> SIGNATURE:
		PRINT: SIGNATURE:

**PLEASE ATTACH THIS ROUTING FORM TO ALL DOCUMENTS THAT REQUIRE  
EXECUTION BY THE CITY MANAGER**



Company Address 150 S Los Robles Ave.  
Pasadena, CA 91101  
US

**General Information**

Quote Name City of Cooper City, FL - Building Dept. Created Date 1/28/2021  
Quote Number 00003420 Expiration Date 3/31/2021  
Email zach.zipay@qless.com

**Customer Contact Information**

Contact Name Carlos Vega AP Contact Name Carlos Vega  
Phone (954) 434-4300 ext #294 AP Contact Phone 954-434-4300 ext #294  
Email cvega@coopercityfl.org AP Contact Email cvega@coopercityfl.org  
Address

**Address Information**

Ship To Name City of Cooper City Bill To Name City of Cooper City  
Ship To 9090 Southwest 50th Place Bill To 9090 Southwest 50th Place  
Cooper City, FL 33328 Cooper City, FL 33328  
United States United States

**Terms**

Term of Contract 1 Year Payment Term N 30  
Billing Terms Annual Pre-Pay No  
Subscription Fees Subscription starts upon receipt of admin login Purchase Order Required

**Quote Line Items**

Product	Product Description	Sales Price	Quantity	Subtotal	Discount	Total Price
Account Set-Up and Virtual Training	Initial Kick-Off Call Questionnaire Review Build and QA of environment Welcome Letter with login information for kiosk, monitor, CEC/QM, Reports Training- Foundations and Admin Classes Up to one call for questions, answers during set up Includes: 1 Foundation and 1 Admin Training Session Each additional session is \$500  2-way SMS Interactive Queuing QLess IOS and Andriod Apps: Customer Facing Interface Home Kiosk: User Web Join On-site Kiosk: Customer Facing Interface On-site Monitor: Customer Facing Display Customer Engagement Center (CEC): Staff User Interface Command Center (Account Configuration Tool): Staff Interface QLess Historical Reports & Analytics Ticket Printing Enabled (Requires Ticket Printer)	\$2,500.00	1.00	\$2,500.00	100.00%	\$0.00
2-way SMS Interactive Queuing Package	Basic QLess Support Level	\$500.00	12.00	\$6,000.00	8.32%	\$5,500.80



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Configuration Per Location:  
Queues per location: 1-10  
Transaction Types/Service Results: 1-12 Per Queue  
Service Results: 30 Per Queue  
Custom Fields: Unlimited  
Client Branding within Customer Facing Kiosk and Monitor:  
Basic Client Logo  
CSS: No special design requirements for Kiosk or Monitor or  
CSS Style Sheet is provided by the customer.

**Totals & Payment**

Subtotal	\$8,500.00
Discount	35.28%
Grand Total	\$5,500.80
Sales Tax Total	\$0.00
Grand Total New	\$5,500.80

**Package and Training Details**

QLess Training      Virtual Training  
Details

**QLess Support Options & Miscellaneous Notes**

**BASIC SUPPORT** - Included at no charge

- Access to Knowledge Base
- Phone and Email Support

**PREMIUM SUPPORT** - 20% OF ANNUAL LICENSE FEES (\$3,000 Minimum)

- 20% of Annual Licensing (\$3,000 Minimum)
- Access to Knowledge Base
- SLA with faster resolution time
- Online, Phone with Zendesk Talk and Email Support

Miscellaneous  
Notes

1 location  
Queuing Only with Reports  
Account Setup is discounted to \$0  
  
Carlos Vega - Community Development Director  
City of Cooper City  
9090 SW 50th Place  
Cooper City, Florida 33329-0910  
954-434-4300 ext #294  
[cvega@coopercityfl.org](mailto:cvega@coopercityfl.org)

**Terms and Conditions**

**TERMS & CONDITIONS:**

1. The customer agrees to allow QLess to promote that you are a customer of QLess.
2. The customer is responsible for providing electricity, Internet access, a computer, and a QLess-supported browser at each point of service.
3. Payable upon receipt
4. The launch is defined as the Delivery of the standard QLess solution along with the admin login.
5. In the QLess iOS and Android Apps, customers have to be provided the ability to request priority and trade places with another customer



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- 6. To avoid interruption of service, the contract will auto-renew for successive terms (1-time fees excluded) until canceled in writing at least 90 days in advance of the end of the then-current term.
- 7. Rates above include account setup, initial configuration & training.
- 8. This Service Order outlines the project and all the deliverables by QLess. It supersedes all prior agreements or discussions with the company.
- 9. Unless otherwise noted, client subscription will begin upon receipt of the Engineering welcome letter and when admin access is granted or continued. This shall also constitute the renewal date upon completion of the subscription term. In exceptional instances where renewal invoicing is delayed while services are still active, any lapsed invoicing periods will be retroactively applied, and the renewal date will remain as aforementioned.
- 10. This contract is subject to QLess Terms and Conditions that can be found at <https://www.qlless.com/terms/>

Customer and QLess Signature

Account Name City of Cooper City  
 Name Joseph Napoli  
 Signature *Joseph Napoli*  
 Date 5/14/21

Company Name QLess  
 Prepared By Zach Zipay  
 Title National Sales Director, Government  
 Signature *Zach Zipay*  
 Date 1/28/2021

## Addendum to QLESS Terms and Conditions

The following shall be included as part of the QLESS Proposal and Terms and Conditions (the "PROPOSAL") between the **City of Cooper City**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 9090 SW 50th Place, Cooper City, FL 33328 ("CITY") and QLESS, LLC. ("QLESS"), California limited liability company with offices at 150 S. Los Robles, Suite 900, Pasadena, CA 91101. In the event of any conflict between the language in the Proposal and this Addendum, the terms of this Addendum shall take precedence.

### **1. Payment and Term**

1.1 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

1.2 The Proposal shall be valid for one (1) year commencing on May 1, 2021, and terminating on April 20, 2022. The City may extend the Proposal for two (2) additional, one (1) year terms. The Proposal may be terminated by either party or cause, or by the City for convenience, upon thirty (30) days written notice by the City to QLESS. The CITY shall be responsible for all paid for services performed prior to the termination date.

### **2. Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

### **3. Sovereign Immunity and Indemnification**

Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time. QLESS shall indemnify and hold harmless the CITY, its elected officials, employees, agents, contractors, from any claim, demand, suit, liability, damages, loss, cost of, expense or damage which may be asserted, claimed or recovered against or from the City or City elected officials, employees, agents, contractors, for any reason or any damage to property or person, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, or arises out of, the intentional, negligent, or wrongful acts of any party arising directly or indirectly out of the PROPOSAL.

### **4. Non-Discrimination & Equal Opportunity Employment**

During the performance of the Agreement, neither QLESS nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. QLESS will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection

for training, including apprenticeship. QLESS further agrees that QLESS will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

5. **Independent Contractor**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that QLESS is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. QLESS shall retain sole and absolute discretion in the judgment of the manner and means of carrying out STS's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of QLESS. QLESS agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the QLESS Products and Services; however, the QLESS Products and Services are provided "AS IS" and as available. . This Agreement shall not be construed as creating any joint employment relationship between QLESS and the CITY and the CITY will not be liable for any obligation incurred by QLESS, including but not limited to unpaid minimum wages and/or overtime premiums.

6. **Binding Authority**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

7. **Assignments; Amendments**

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by QLESS without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of QLESS shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8. **Public Records**

8.1 QLESS acknowledged and accepts that the CITY is a Florida governmental entity subject to Florida's broad public records laws. QLESS agrees that the Proposal, including the CITY's obligations of confidentiality, are expressly subject to the provisions Chapter 119, Florida Statutes, and other applicable statutes.

8.2 The City of Cooper City is a public agency subject to Chapter 119, Florida Statutes. QLESS shall

comply with Florida's Public Records Law. Specifically, QLESS shall:

8.2.1 Keep and maintain public records required by the CITY to perform the service;

8.2.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

8.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, GRANICUS shall destroy all copies of such confidential and exempt records remaining in its possession after GRANICUS transfers the records in its possession to the CITY, unless otherwise required by law; and

8.2.4 Upon completion of the Agreement, QLESS shall transfer to the CITY, at no cost to the CITY, all public records in QLESS' possession. All records stored electronically by QLESS' must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

8.3 The failure of QLESS to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the CITY may terminate the Agreement by providing QLESS with at least thirty (30) days prior, provided, however, that GRANICUS will be given the opportunity to cure the breach within said period of time.

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

**CITY CLERK  
9090 SW 50th Place  
COOPER CITY, FL 33328  
(954) 434-4300 #221  
KSims@coopercityfl.org**

9. **Notice**

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section or by email. For the present, QLESS and CITY designate the following as the respective places for giving of

notice:

CITY Joseph Napoli, City Manager  
City of Cooper City  
9090 SW 50th Place  
Cooper City, Florida 33328  
Telephone No. (954) 434-4300 #223  
Email: jnapoli@coopercityfl.org

Copy To: Jacob G. Horowitz, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Email: jhorowitz@gorencherof.com  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923  
Email: jhorowitz@gorencherof.com

QLESS QLESS, LLC.  
150 S. Los Robles  
Suite 900,  
Pasadena, CA 91101408 St. Peter Street  
  
E-mail:  
Telephone No:

10. **Attorneys' Fees**

In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs.

11. **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

12. **Scrutinized Companies**

QLESS, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:



12.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

12.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

12.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

12.2.2 Is engaged in business operations in Syria.

13. **E-Verify**

QLESS certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

13.1 Definitions for this Section:

13.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a QLESS or consultant.

13.1.2 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

13.1.3 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

13.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

13.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

13.2.2 All persons (including subQLESS /subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The



Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

13.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**CITY:**

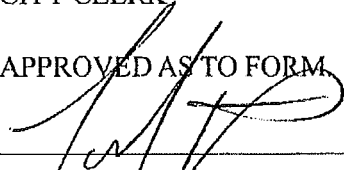
CITY OF COOPER CITY, FLORIDA

ATTEST:

\_\_\_\_\_  
KATHRYN SIMS,  
CITY CLERK

BY:   
\_\_\_\_\_  
JOSEPH NAPOLI  
CITY MANAGER

APPROVED AS TO FORM

  
\_\_\_\_\_  
Name: Jacob Horowitz  
OFFICE OF THE CITY ATTORNEY

**OLESS**

Signed By: Charlie Meyer  
Print Name: Charlie Meyer  
Title: Senior Vice President of Sales

# QUOTE

City of Cooper City  
9090 SW 50th Place  
Cooper City  
Florida  
33328  
USA

**Date**  
22 Apr 2021

**Quote Number**  
QU-0098

**VAT Number**  
GB214512547

Qminder Limited  
20-22 Wenlock Road  
London N1 7GU  
United Kingdom

Description	Quantity	Unit Price	VAT	Amount USD
Customer Service System - Annual Pro plan - Unlimited usage & devices - Up to 20 users - Queue management & full access to reports/data - SMS notifications - Custom branding (iPad & TV apps) - Online support, maintenance & updates - API support  Service time: 1 year Effective service time: To be confirmed	1.00	6,588.00	Zero Rated	6,588.00
			Subtotal	6,588.00
			<b>TOTAL USD</b>	<b>6,588.00</b>

# QUOTE

QUOTE #Q20202486

ISSUED 11/17/2020

EXPIRES 02/15/2021

Check In Systems Inc

8401 9th St N

Suite E

St Petersburg, FL 33702

727-578-6100

[support@medicalcheckin.com](mailto:support@medicalcheckin.com)

## BILL TO

Cooper City Building Department

PRODUCT	DESCRIPTION	QUANTITY	PRICE	TOTAL
Sub-Annual	Annual Software License	1.00	\$399.00	\$399.00
Apple iPad	Apple iPad 32GB	1.00	\$399.00	\$399.00
Floor Stand	Floor Stand for Apple iPad	1.00	\$200.00	\$200.00
Shipping	Shipping & Handling	1.00	\$75.00	\$75.00
			SUBTOTAL	\$1,073.00
			TOTAL	\$1,073.00