



Agreement

I. Parties

This Agreement, 2021-03 is made this 26 day of October 2020, by and between Qless, Inc. ("**Contractor**"), located at 150 S. Los Robles Avenue, Suite 900, Pasadena, CA 91101 and the Town of Miami Lakes ("**Town**"), located at 6601 Main Street, Miami Lakes, FL 33014.

II. Recitals

Whereas the Town desires to enter into an agreement with Contractor for a visitor management system in an amount not to exceed budgeted funds; and

Whereas Contractor has agreed to provide said goods and services to the Town in accordance with its contract with General Services Administration ("**GSA**"), dated March 15, 2015, except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with Contractor, in accordance with the terms of Contract GS-35F-209CA, which is attached hereto as Exhibit "A" and made a part of this Agreement.

Therefore, both parties agree as follows:

III. Incorporation of Recitals

The provisions and recitals set forth above are hereby referred to and incorporated herein and made a part of this Agreement by reference.

IV. Products and Services

Contractor shall a visitor management system to the Town in accordance with the terms of the above referenced Contract. All other terms and conditions of said contract, a copy of which is attached hereto as Exhibit "A", are incorporated herein by reference, except to the extent otherwise provided herein.

V. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Contractor from the Contract:

CONTRACT NUMBER

The Town of Miami Lakes' Visitor Management System Agreement will be referenced as Contract #2021-03.



Each person signing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

VI. Points of Contact

The points of contact for the Town shall be:

Contract Management: Nathalie Garcia or designee, Procurement Manager
(305) 364-6100 ext. 1166 garcian@miamilakes-fl.gov

Project Manager: Mike Mesa, Building Official/Director
(305) 827-4021 mesam@miamilakes-fl.gov

The point of contact for **Contractor** shall be:

Name: Zachary Zipay, email: zach.zipay@qless.com

Title: Dir of Govt Sales, phone: 404.353.7046

QLess, Inc.

Contractor

Signature

Diane Bello

Name (Print)

Director of Operations

Title

Town of Miami Lakes

Edward Pidermann, Town Manager

Attest:

Gina Inguanzo, Town Clerk

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: www.miamilakes-fl.gov



EFFECTIVE DATE

Month October Day 26 of 2020

SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract without prior approval of the Project Manager.

INVOICING

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

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of 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 shall 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.

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

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

INSURANCE

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

REPRESENTATION ON AUTHORITY OR PARTIES/SIGNATORIES

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov



CORPORATE RESOLUTION

WHEREAS, QLess, Inc., Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and


WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the CEO
(type title of officer)

Kevin Grauman, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this 26 day of October, 2020.

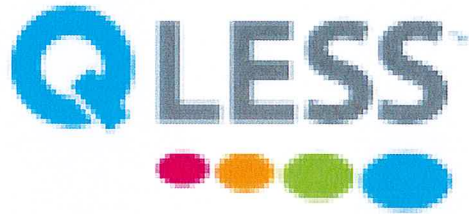


Corporate Secretary

(Corporate Seal)



Exhibit "A"
CONTRACT GS-35F-209CA



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

**SCHEDULE 70 – GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES**

Note: Contractor has been awarded all SINS under the Cooperative Purchasing and Disaster Recovery Programs.

QLESS, Inc.

150 S Los Robles Ave STE 900

Pasadena, CA 91101-2486

Phone: (800) 405-4637

Fax: (626) 270-4035

<http://qless.com/>

Contract Administrator: John Brock

Email: john.brock@qless.com

CONTRACT NUMBER: GS-35F-209CA

PERIOD COVERED BY CONTRACT: March 15, 2015 through March 14, 2025

BUSINESS SIZE: Small Business

Pricelist current through modification PO-0007 effective December 13, 2019

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.



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**INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

1a. AUTHORIZED SPECIAL ITEM NUMBERS (SINs):

<u>SIN</u>	<u>DESCRIPTION</u>
132-52	<i>Electronic Commerce and Subscription Services</i>
70 500	<i>Order-Level Materials (OLMs)</i>

1b. Lowest Priced Model Number and Price for each SIN: *See Price List*

1c. SERVICES OFFERED: *See Price List*

2. MAXIMUM ORDER PER SIN:

<u>SIN</u>	<u>MAXIMUM ORDER</u>
132-52	<i>\$500,000 per Order</i>
70 500	<i>\$100,000 per Order</i>

3. MINIMUM ORDER LIMITATION: *\$100 per Order*

4. GEOGRAPHIC COVERAGE (DELIVERY AREA): *Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.*

5. POINT OF PRODUCTION: *United States*

6. BASIC DISCOUNT: *Prices listed are net, discounts have been deducted and the industrial funding fee has been added.*

7. QUANTITY DISCOUNT: *Additional 2% for Single Purchase Order at or above \$125,000*

8. PROMPT PAYMENT TERMS: *Net 30 Days*

9a. GOVERNMENT PURCHASE CARDS ARE ACCEPTED UP TO THE MICRO-PURCHASE THRESHOLD.

9b. GOVERNMENT PURCHASE CARDS ARE ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD.

10. FOREIGN ITEMS: *None*

11a. TIME OF DELIVERY: *As negotiated between Contractor and Ordering Activity*

11b. EXPEDITED DELIVERY: *Contact Contractor*

11c. OVERNIGHT AND 2-DAY DELIVERY: *Contact Contractor*

11d. URGENT REQUIREMENTS: *Contact Contractor*

12. F.O.B. POINT: *Destination*

13a. ORDERING ADDRESS: *QLESS, Inc.
150 S Los Robles Ave. STE 900
Pasadena, CA 91101*



- 13b. **ORDERING PROCEDURES:** *For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.*
14. **PAYMENT ADDRESS:** Same as ordering address
15. **WARRANTY PROVISION:** Standard Commercial Warranty
16. **EXPORT PACKING CHARGES:** *Not Applicable*
17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:**
Will be accepted above the micro-purchase threshold
18. **TERMS AND CONDITIONS OF RENTAL:** *Not Applicable*
19. **TERMS AND CONDITIONS OF INSTALLATION:** *Not Applicable*
20. **TERMS AND CONDITIONS OF REPAIR PARTS:** *Not Applicable*
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES:** *Not Applicable*
21. **LIST OF SERVICE AND DISTRIBUTION POINTS:** *Not Applicable*
22. **LIST OF PARTICIPATING DEALERS:** *Not Applicable*
23. **PREVENTIVE MAINTENANCE:** *Not Applicable*
- 24a. **SPECIAL ATTRIBUTES:** *Not Applicable*
- 24b. **SECTION 508 COMPLIANCE INFORMATION:** *Not Applicable*
25. **DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER:** 962453648
26. **CONTRACTOR HAS REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE. CAGE CODE:** 637M8



**TERMS AND CONDITIONS APPLICABLE TO
ELECTRONIC COMMERCE (EC) SERVICES (SPECIAL ITEM NUMBER 132-52)**

1. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, “*Standards for Security Categorization of Federal Information and Information Systems*”) (FIPS 200, “*Minimum Security Requirements for Federal Information and Information Systems*”) prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

5. INTEROPERABILITY.

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

7. PERFORMANCE OF ELECTRONIC SERVICES



The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer’s commercial warranty for the item listed below: In accordance with Standard Commercial Warranty.

The warranty shall commence upon the later of the following:

- a. Activation of the user’s service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below: Contact Contractor for additional information.

14. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

14. ELECTRONIC COMMERCE SERVICE PLAN

- (a) Describe the electronic service plan and eligibility requirements.
- (b) Describe charges, if any, for additional usage guidelines.
- (c) Describe corporate volume discounts and eligibility requirements, if any.

Contact Contractor for additional information.



AUTHORIZED GSA PRICING

Interactive Remote Mobile Queueing (Push Back, Status Updates, Leave Notification, On My Way)	GSA Price
100 people in line / month (pil/m)	\$31.53
500 pil/m	\$101.96
1,000 pil/m	\$199.72
2,000 pil/m	\$378.42
3,000 pil/m	\$536.09
4,000 pil/m	\$672.74
5,000 pil/m	\$788.37
6,000 pil/m	\$946.05
10,000 pil/m	\$1,471.63
15,000 pil/m	\$2,101.28
20,000 pil/m	\$2,627.91
50,000 pil/m	\$6,306.98
100,000 pil/m	\$11,562.80