

**AGREEMENT TO PROVIDE A MOBILE QUEUING AND APPOINTMENT
PLATFORM FOR THE LARAMIE COUNTY CLERK'S OFFICE**

between

LARAMIE COUNTY, WYOMING and QLESS INC.

This Agreement is made and entered into by and between Laramie County, Wyoming, 310 W. 19th Street, Suite 300, Cheyenne, Wyoming, 82001 ("COUNTY") and QLess Inc. 150 S. Los Robles Ave, Suite 900, Pasadena, California 91101-2486 ("CONTRACTOR").

I. PURPOSE

The CONTRACTOR is to provide a mobile queuing and appointment platform for use by the County Clerk's Office as requested in the RFP issued by Laramie County.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in force until the project is completed by CONTRACTOR and accepted by COUNTY as set forth in the Agreement.

III. PAYMENT

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR'S invoice to the COUNTY as detailed in the RFP attached hereto as Exhibit A, which is fully incorporated herein. The total payment to CONTRACTOR under this Agreement shall not exceed \$12,542.52 (bid amount), unless negotiated by both parties in writing. Payment will be made to CONTRACTOR for materials upon invoice. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended). This project is being paid for with Federal ARPA Funds (CFDA #21.027).

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall supply and train staff on a mobile queuing platform along with providing a live dashboard, SMS Survey as outlined in Exhibit A.
- B. CONTRACTOR shall work closely with COUNTY in coordinating the purchase, and installation, CONTRACTOR will work with COUNTY as needed in accordance with such individuals or curriers as deemed appropriate by COUNTY.
- C. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of

its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR, which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions.

V. GENERAL PROVISIONS

A. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

B. Entire Agreement: This Agreement (5 pages), and the attached RFP (14 pages) and the attached Proposal (32 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

C. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

D. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

E. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

F. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

G. Contingencies: CONTRACTOR certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

H. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

I. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

J. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

K. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

L. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

M. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity, which would constitute a conflict of interest relative to this Agreement.

N. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

O. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services, which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

P. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Q. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

[The remainder of this page is intentionally left blank]

**AGREEMENT TO PROVIDE A MOBILE QUEUING AND APPOINTMENT
PLATFORM FOR THE LARAMIE COUNTY CLERK'S OFFICE
between
LARAMIE COUNTY, WYOMING and QLESS INC.**

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: QLESS Inc.

By: *Zach Zipay* Date 10-18-2022
Name: Zach Zipay
Title: Vice President - Government Sales

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By:



Laramie County Attorney's Office

Date

10/18/2022


QLESS, INC.

Unique Entity ID SAYBMPL5N5C3	CAGE / NCAGE 637M8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 27, 2023	
Physical Address 150 S Los Robles AVE STE 900 Pasadena, California 91101-2486 United States	Mailing Address 150 S Los Robles AVE STE 900 Pasadena, California 91101-2486 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District California 27	State / Country of Incorporation Delaware / United States	URL (blank)

Registration Dates

Activation Date Jan 28, 2022	Submission Date Jan 27, 2022	Initial Registration Date Aug 3, 2010
--	--	---

Entity Dates

Entity Start Date Jul 2, 2009	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types
Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Minority Owned Business

Self Certified Small Disadvantaged Business

Hispanic American Owned

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

Yes

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

637M8

Points of Contact**Electronic Business**

✎

Charlie Meyer, Sr Vice President - Sales

150 South Los Robles Avenue

Suite 900

Pasadena, California 91101

United States

Government Business

✎

Charlie Meyer, Sr Vice President - Sales

150 South Los Robles Avenue

Suite 900

Pasadena, California 91101

United States

Service Classifications**NAICS Codes**

Primary

Yes

NAICS Codes

511210

518210

NAICS Title

Software Publishers

Data Processing, Hosting, And Related Services

Disaster Response

This entity does not appear in the disaster response registry.

Bid Tabulation- Clerk Online System

Friday April 22, 2022 at 2:15pm

<u>Bidder</u>	<u>Experience</u>	<u>Meets Specifications</u>	<u>Schedule</u>	<u>Past Performance</u>	<u>Insurance and Bond</u>	<u>Bid Price</u>
Qless, Inc.	Yes-good references	Yes, fullfills what was requested	Software- avaliable upon contract. Virtual implementation	NA	NA	\$12,000.00

Original



Online Queue Management &
Appointment Scheduling Solution
Laramie County, Clerk

Name: Virtual Online Queuing &
Appointment System

Bid/Proposal: CFDA #21.027

Due: April 22, 2022

Submit To:

Debra Lee, County Clerk

309 West 20th Street
Cheyenne, WY 82001

Debra or Dale
307-633-4264

Submitted By:

Mr. Zach Zipay
Vice President - Government Sales
QLess, Inc.

150 S. Los Robles, Suite 900
Pasadena, CA 91101

Email: zach.zipay@qless.com

Phone: (404) 353-7046

Fax: (626) 270-4035

Table of Contents:

Tab 1 - Respondent's Profile

Tab 2 - Completed Proposal Form (use attached form)

Tab 3 - References

Tab 4 - Conflict of Interest Disclosure Form

Tab 5 - Other Information

TAB 1 - Respondent's Profile



Ms. Debra Lee,

I submit herewith a proposal for an Online Queue Management and Appointment Scheduling solution for Laramie County Clerk's office. QLess, the leading queue management and customer-interaction cloud-based software as a service (SaaS) solution, will provide the requirements and expectations detailed in the Laramie County Clerk request for proposal (RFP). Our US headquartered, California-based software is currently serving thousands of locations and we would be honored to include Laramie County in our growing family of diverse clients.

I appreciate this opportunity and below you will find our proposal response and other requested information. If given the opportunity to partner with Laramie County, QLess will be the prime contractor for the implementation, launch, and a host of your clerks office. We look forward to hearing your comments after reading the response.

Zach Zipay

A handwritten signature in black ink, appearing to read 'Zach Zipay', with a stylized, flowing script.

Vice President, Government Sales

QLess, Inc.



QLess was launched to eliminate lines in 2008 from Pasadena, CA.

- HQ-1 is in Pasadena, California
- HQ-2 is in Denver, Colorado
- QLess currently employs approximately 60 employees worldwide.
- QLess has been selling and launching our queue management & customer interaction solution to clients in multiple industries including government since 2008.
- As a SaaS Solution (Software as a Service) our subscription, web-based, cloud software is continually being upgraded and released monthly with new features, fixed or repaired known issues and upgrades to the overall solution. Our client references can attest to our overall system performance and implementation. Because we do not have any local servers or hardware, our SaaS model allows us to upgrade seamlessly with all of our customers upon every release.
- QLess has a 95% customer retention rate.
- QLess is a corporation, incorporated under the laws of the state of Delaware
 - Federal Employer Identification Number: 27-1155885
- Any patents or licensing required to operate QLess is our sole responsibility.
QLess QueueManagement software adheres to the following patents:
 - US Patent - Electronic queuing systems and methods - Patent# 8,831,963 B2
 - US Patent - Assigning and managing patron reservations for distributed services using wireless personal communication devices - Patent# 7,516,148
- We have no pending litigations.

The Paradigm Shifts of using QLess at Laramie County Clerks Office:

100% web based and cloud based through Amazon AWS:

- Lowers IT related costs
- Always on the latest platform with auto-upgrades and updates
- Quick to launch and deploy the solution in a matter of weeks

Interactive Mobile Queuing

- Allow citizens to wait where they want to wait and empty your lobbies while respecting their time
- Join the line from a Qless App, Website, SMS text, QR code or in person from a kiosk or human greeter.
- Lower no-shows as QLess finds the best time for each citizen to be seen
- Join from anywhere on any device (even a "flip phone with texting")

The day ends for staff on-time

- When there are enough citizens in the queue to make it to closing time, QLess does not allow citizens to join and lets them know to check back the next day.

Reporting

- QLess offers many reports in real time that give you statistics such as the amount of customer per day, week, month, year as well as average wait times for clients in your office. You can filter them from a web interface all the way down to whatever information you need to export out of the file.

- There are 11 filterable reports with many more drill down options.
- Export to CSV, PDF, XLS
- Auto email from the reporting solution

Real-time Dashboard

- Enable Managers to see in real-time what is happening at their department.
- Enables managers to make decisions based on demand and staffing in real-time
- Real time alerts to help with staff usage and managing queues.

Flex-Appointments

- Powerful appointments solution in real time
- Staff know if the citizen is on-time and is going to arrive
- Citizens know if staff are running late as they can leave the line

The QLess Appointment scheduling application, 'FlexAppointments' creates a whole new paradigm in the concept of appointments. Working in unison with QLess' Virtual Queuing, QLess allows the same staff to seamlessly manage a wait list and appointments, with the QLess queue automatically taking upcoming FlexAppointments into account. Your customers can make a FlexAppointment over the web from any smartphone, computer, tablet or kiosk using the QLess Kiosk application, and FlexAppointments allows customers and staff to schedule appointments on the basis of specific resources, including, but not limited to: facilities and each facility's services offered.

QLess' FlexAppointments solution enables both customers and staff to schedule, cancel, change (per the appointment time & date; subject to availability, the facility at which the appointment is scheduled, and the service transaction type for which the appointment was scheduled), via the Internet, as well as via self-service centers, and in person at the facility. Customers can also cancel and rebook a FlexAppointment, subject to availability, simply by replying to the confirmation text message that they receive upon scheduling their appointment, or to any SMS status updates sent to them on the day of their appointment simply by replying with the letter "C" and customers can "un-cancel" their appointment, subject to availability, by replying again with the letter "U", all from the convenience of their cell phones.

When scheduling their appointment, customers are simply asked if they would prefer to receive a text message or email notifications. Those customers who elect to receive text message notifications are privy to all of the same interactive features, including changing and cancelling their appointment, as are afforded to those who entered your queues by any of the other aforementioned methods.

FlexAppointments can have a low no-show rate for because customers receive email and text updates. Customers also receive updates regarding their appointment an hour before they arrive. QLess can also ask for confirmation that they are on their way, so if they cancel, staff can help others who are waiting in the lobby.



TAB 2. Completed Proposal Form (use attached form)

PROPOSAL FORM

TO:

Debra Lee
Laramie County Clerk
309 W. 20th Street
Cheyenne, WY 82001
(307) 633-4264

The undersigned hereby declares that [firm name] QLESS

have carefully examined the specifications furnished within: RFP Laramie County Clerk Queue Management for which proposals were advertised to be received on or before April 22, 2022. At 2:00 pm, and further declare that [firm name] QLESS

will furnish the said work according to specifications.

Proposed Cost

Total Estimated Cost for Project: \$ 12,000

The above prices are all inclusive; County shall pay no other forms of compensation. The County reserves the right to add additional related services that were not known at the time of the publishing of this RFP to any resulting contract, upon negotiations with awarded contractors that is mutually agreeable.

Have you supplied the Submittal Requirements outlined above? ☒ YES ☐ NO

Laramie County reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Proposals and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Company Qless
By Zach Zipay (Print name)
Signature [Signature]
Address 150 S. E. 12th Ave. Suite 900
City DARLINGTON State CA ZIP 91101
Telephone 404-353-7046 Fax 626 276 4035
E-Mail Address: Zach.Zipay@Qless.com
DUNS# 962453648 Fed. ID. # 27-155885

TAB 3. References



Reference #1

Missoula County, MT - Clerk & Treasurer

*please see link to the remote join page above for appointments and remote join.

<https://www.missoulacounty.us/government/administration/clerk-treasurer/motor-vehicles/come-see-us>

*Local news video of Qless rollout:

<https://www.kpax.com/news/missoula-county/missoula-county-clerk-and-treasurer-adopt-new-online-wait-line-system>

Physical Address:

200 W. Broadway
Missoula, MT 59802

Contact #1

Mr. Tyler Gernant - Clerk & Treasurer
406 258 3234
tgemant@missoulacounty.us

Contact #2

Ms. Kim Seeberger - Treasurer Director
406 258 3466
kseeberger@missoulacounty.us

Project Description: QLess initiated and completed the Queuing and Appointment project including the maintenance and support. This includes Appointments, Queuing, Remote Join with Apps, website join, SMS, and in person joining of the line.

*Started the project award in 2021 - Currently a client and anticipating a renewal in 2022.

Reference #2

The City of San Francisco, CA - Permits Center (downtown)

*please see link to the remote join page above for appointments and remote join.

<https://sf.gov/location/permit-center>

* Video case study from City of San Francisco successful partnership (2 mins long)

<https://www.youtube.com/watch?v=9ZpnRp4al4k>

Physical Address:

49 South Van Ness Ave.

2nd Floor

San Francisco, CA 94103

Contact:

Mr. "Gus" Bojorquez Jr. - Permit Center Manager

(P) 415-487-5015

gustavo.bojorquez@sfgov.org

Project Description:

Virtual and in person Queuing System – including Mobile Queuing with Apps, SMS, Web, Appointments and in person join. They choose Qless in an extensive RFP award after 2 failed pilots of other organizations in the previous years.

*Started the project award in 2019 - Current a Client today and renewed this year for years to come.



Reference #3

Duval County, FL - Tax Collectors Offices (8 locations)

*please see link to the remote join page above for appointments and remote join.

<https://taxcollector.coj.net/>

Physical Address:

231 E. Forsyth St.

Jacksonville, FL 32202

Contact:

Mr. Brian Doran - Mgr. of Admin. Services

BDoran@coj.net

(P) 904-225-5774

Project Description: Queuing System – includes Mobile Queuing with SMS, App join, Web, Appointments. They have had multiple ticket queuing system before and needed to go online with apps and website join. We rolled out and replaced the entire solution with one multi-channel solution.

*Start and End Dates of Project: Started in 2019 - Currently a client

TAB 4. Conflict of Interest Disclosure Form

CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

I (printed name) ZACH ZIRAY
am the (title) V.P. of Govt. SALES
and the duly authorized representative of the firm of (Firm Name) QLESS

whose address is 150. S. Los R. Blvd. Suite 900
PASADENA CA 91101

And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,

This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: [Signature]
Printed Name: ZACH ZIRAY
Firm Name: QLESS
Date: 4-12-2022

Sworn to and subscribed before me this 12th day of April, 2022.
Notary Public - State of Oregon County of Lane
My Commission expires 11/04/2023

(Printed, typed or stamped commissioned name of Notary Public)

x [Signature]



Qless Key Stakeholders and Officers of the Company (2022)

Currently Qless has 2 officers:

1. Mark Tapling - President and CEO
2. Said Malikov - SVP Finance and Operations

Key Stakeholders in the company:

1. Anders Richardson - Partner & Co-Founder, Palisades Growth Capital (Los Angeles)
2. Nathaniel Hochman - Individual Investor (New York)
3. Mark Tapling (President & CEO)

More information:

www.qless.com/about-us/

TAB 5. Other Information



QLess Support

QLess has an experienced, dedicated support team to support our Merchants.

This support team offers:

- More than 50 years of technical support experience
- More than 20 years of escalation engineering experience
- Decreased backlog by 65% within the last 6 months

*Support is run out of our Los Angeles, California branch and functions on PST time zone.

*Implementation is run out of our Denver, Colorado branch and functions out of MT time zone.

We have support and implementation team members spread throughout the entire USA.

The team is managed by our Senior Manager Of Customer Experience, Pilar Ransome, who is a direct report to Armen Jamkotchian, SVP of Engineering. Pilar and the QLess support team, have an amazing track record, closing out each month with a near 95% completion of newly created support tickets. Below is a bit more about Pilar, the Senior Manager of Customer Experience.

Pilar Ransome – Senior Manager of Customer Experience

With over 10 years of Support Management on an Enterprise level, Pilar comes from an outstanding track record of delivering top-level support and is constantly working on new and improved ways to engage our merchants to ensure the highest level of customer satisfaction. Her experience includes leading teams from The Pentagon, US Census Bureau, The CDC and the Georgia Department of Economic Development.

QLess Support Ticketing Process

Ticket Handling Process

- A Support Ticket can be filed via email or online through your portal account
- The Support Ticket is triaged, you will receive a confirmation of receipt.
 - If possible, the ticket is resolved by a Support Engineer
 - If the support ticket requires further investigation, the support ticket is escalated
 - At this point, the merchant will be notified and if additional information is required, it will be gathered at that time.

The specific timeline on the expected completion of the support ticket depends on the specific request. See below for timing.

Support Ticket Bug or Defect

In the event, the support ticket results in identifying a potential defect or bug, or if the request requires additional analysis, the support ticket will be further escalated to the Escalation Team.



Once the support ticket is escalated to the Escalation Team, the Merchant is notified again

- Once the Escalation Engineers investigate the support ticket, depending on what is found they will either:
 - Resolve the issue, and explain all findings
 - If a defect of some sort is found, a Development ticket (QDEV) will be created and the Merchant will be notified

Severity Levels

Any issue shall be deemed Severity 1 or Severity 2.

- Severity 1 (Urgent): An emergency condition causing merchants to be completely unable to operate QLess or effectively serve their customers.
 - Example: the Entire site is down
- Severity 2 (High): Any condition which makes the use of QLess difficult and which Merchant cannot reasonably circumvent or avoid on a temporary basis without the expenditure of significant time or effort. A severe business impact.
 - Examples:
 - One or more queues non-functional
 - SMS not working properly
 - Multiple Kiosks and monitors down
- Severity 3 (Normal): This is the default priority for most Support issues. Moderate business impact.
 - Examples:
 - Intermittent issues with queues, SMS, or devices
 - Forecasts are too high or too low and exceed a 30% error or more inaccuracy
 - Chronic problems where a temporary workaround is possible such as reverting to a previous version or limiting user access
- Severity 4 (Low): A problem that can be easily circumvented or has little to no impact on the regular operation of QLess. Any open Support issue waiting on a response from the Merchant for 1+ months but left open will be assigned this priority.
 - Examples:
 - Configuration changes with no due date
 - Requests for additional services or features

Response Time - the amount of time, in which QLess responds, acknowledging receipt of the Merchant's support ticket. QLess agrees to provide a workaround for the problem if possible during the response time. For purposes of this document, "Workaround" will be defined as a temporary resolution for the reported problem.



Target Resolution Time - the amount of time, from the time reported in which QLess will provide a resolution. For purposes of this document, "Resolution" will be defined as a permanent resolution for the reported problem. If emailed, the Merchant will receive an email from QLess confirming receipt, with a ticket number in the email.

Real-time Reporting:

QLess Real-Time Reporting shows all of these, each of which is downloadable to an Excel format:

- 1. forecast wait across locations,**
- 2. Number of customers waiting across locations**
- 3. Number of customers being served now across locations**
- 4. Number of customers served day to date across locations**
- 5. No-show rate across locations**
- 6. FlexAppointments for today across locations**
- 7. Actual wait median across locations**
- 8. Actual wait min across locations**
- 9. Actual wait max across locations**
- 10. Transaction duration median across locations**
- 11. Transaction duration min across locations**
- 12. Transaction duration max across locations**
- 13. forecast wait for each location,**
- 14. Number of customers waiting for each location**
- 15. Number of customers being served now for each location**
- 16. Number of customers served day to date for each location**
- 17. No-show rate for each location**
- 18. FlexAppointments for today for each location**
- 19. Actual wait median for each location**
- 20. Actual wait min for each location**
- 21. Actual wait max for each location**
- 22. Transaction duration median for each location**
- 23. Transaction duration min for each location**
- 24. Transaction duration max for each location**
- 25. Employee utilization by location**
- 26. Median transaction duration by employee**
- 27. Idle time by employee**
- 28. Serving now or not by employee**
- 29. Number of customers served today by employee**
- 30. Window number by employee**
- 31. Median transaction duration by window number**
- 32. Idle time by window number**
- 33. Serving now or not by window number**
- 34. Number of customers served today by window number**
- 35. Window number by window number**
- 36. SMS alerts to management when forecast wait exceeds thresholds**
- 37. SMS alerts to management when median transaction duration exceeds thresholds**

Summary

Forecast Wait 	Waiting	Serving Now			
32m	0	20			
Served Today	No-Show %	FlexAppointments for today			
6697	9	2484			
Actual Wait	Transaction Time 				
<div>0m min</div>	<div>57m median</div>	<div>141m max</div>	<div>0m min</div>	<div>14m median</div>	<div>80m max</div>

LOCATIONS

Nevada DMV, Carson City

Forecast Wait	Waiting	Serving Now			
	0	3			
Served Today	No-Show %	FlexAppointments for today			
401	6	50			
Actual Wait	Transaction Time				
8m min	25m median	39m max	0m min	7m median	54m max

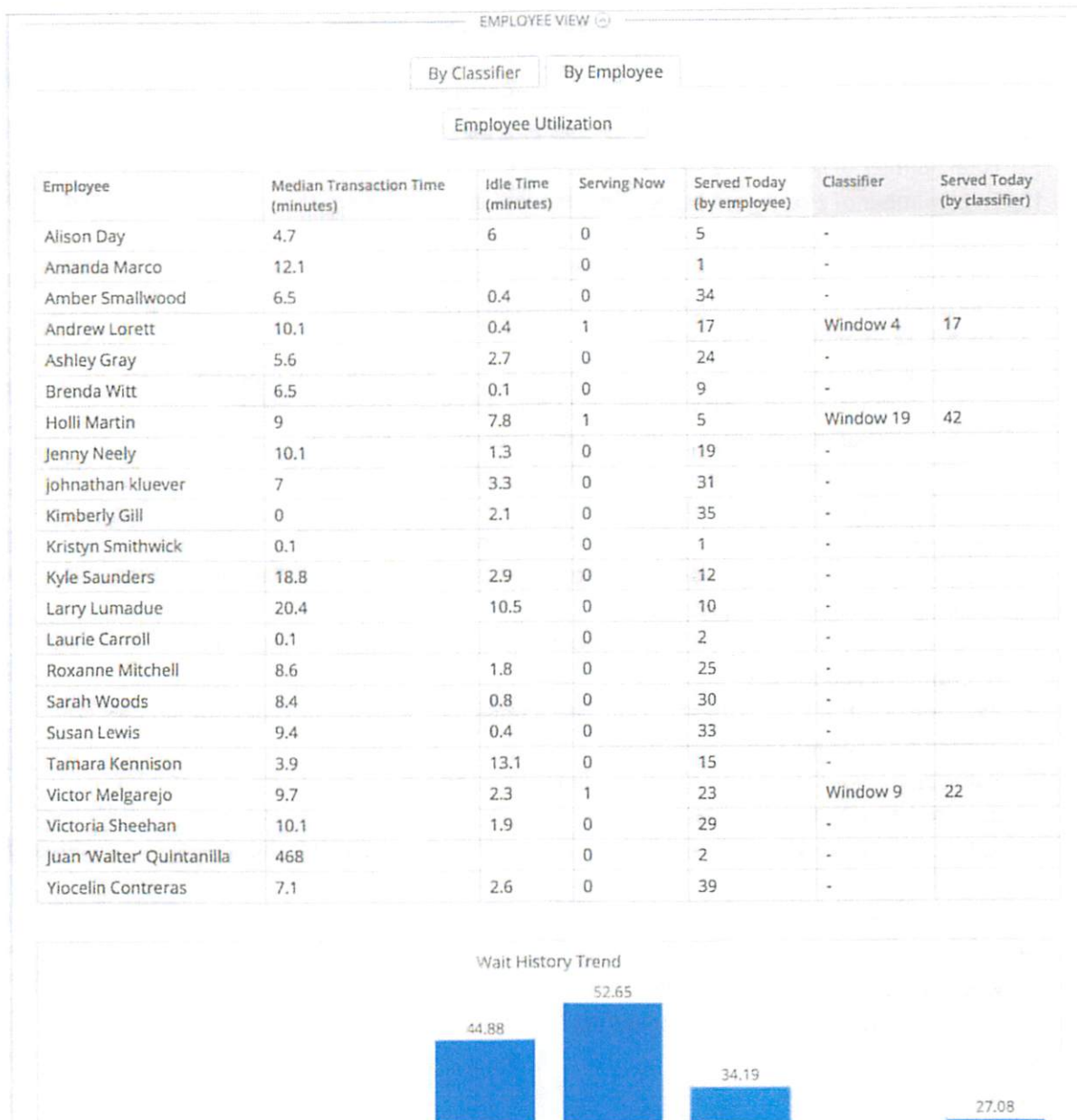
EMPLOYEE VIEW

By Classifier

By Employee

Employee Utilization

Employee	Median Transaction Time (minutes)	Idle Time (minutes)	Serving Now	Served Today (by employee)	Classifier	Served Today (by classifier)
----------	-----------------------------------	---------------------	-------------	----------------------------	------------	------------------------------



Daily, Weekly, Monthly, Annual & Ad-Hoc reporting

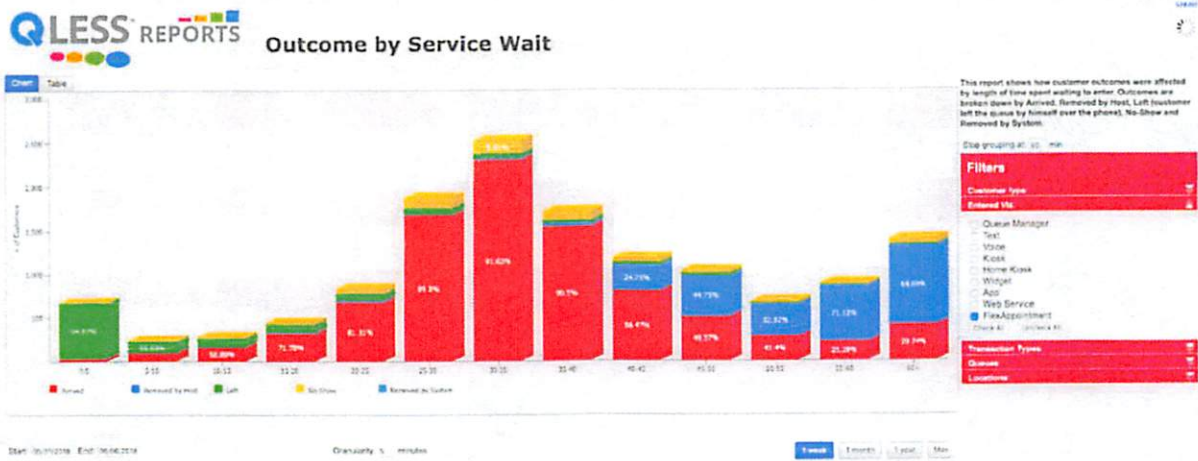
Each of daily, weekly, monthly, annual and Ad-hoc reporting shows:

1. Customer wait times
2. Total number of customers served
3. Total number of customers served by queue
4. Total number of customers served by employee
5. Total number of customers served by method of joining a queue
6. Total number of customers served by appointment

7. Total number of customers served by customers using a phone
8. Total number of customers served by customers not using a phone
9. Total number of customers served by transaction type
10. Total number of customers served by customers using a phone
11. Total number of customers served by location
12. Total number of customers served that showed up
13. Total number of customers served that left the line
14. Total number of customers served that were no-shows
15. Total number of customers served that were removed
16. Myriad combination of the above:
 - a. number of customers served by transaction type & method of queue entry
 - b. number of customers served by queue & method of queue entry
 - c. number of customers served by transaction type & queue
 - d. number of customers served by location & transaction type
 - e. Many more combinations
17. Patience graph, showing no-show and leave rates as a function of wait duration
18. Patience graph, showing no-show and leave rates as a function of wait duration for customers using mobile queueing
19. Patience graph, showing no-show and leave rates as a function of wait duration for customers using tickets
20. Patience graph, showing no-show and leave rates as a function of wait duration for customers booking FlexAppointments
21. Patience graph, showing no-show and leave rates as a function of wait duration for customers using remote queueing
22. Ratio of customers served, versus no-shows, versus those that left the queue, as functions of both date and length of wait for service
23. Total number of service transactions by queue
24. Total number of service transactions by employee
25. Average duration of service transaction by queue
26. Average duration of service transaction by employee
27. Virtual queue length
28. Customer return rate
29. Time for customers to arrive for service, once summoned

All of these reports allow you to adjust start and end dates, and to adjust date granularity to either hourly, daily, weekly, monthly, or yearly. You may also filter on various customer attributes such as queue entry method, transaction type, and more.

QLess Reports also makes your entire Data Warehouse, the database from which all the reports are generated, available for on-demand download in Microsoft Access format. This allows you to build and run ad hoc queries, to easily integrate the data with other reporting sources, and to drill all the way down into details about each individual customer, their wait, and their service transaction. Data never expires from this Data Warehouse.



ELIMINATE PHYSICAL LINES & IMPROVE OPERATIONS

1

REMOTE JOIN

CITIZENS JOIN A LINE FROM ANYWHERE.



2

ELIMINATE THE WAIT

CITIZENS WAIT WHEREVER THEY WANT.



3

INTERACTIVE COMMUNICATION

CITIZENS RECEIVE WAIT TIME UPDATES.



• REMOTE JOIN

Empower citizens to join a line from anywhere via text-to-join, mobile app, website, QR code, on-site kiosk, or API.

• VIRTUAL QUEUES

Allow citizens to wait for, and access, essential services in a virtual environment.

• MOBILE APPLICATIONS

Citizens can access your office with ease directly from their smartphone. Available for free through the App Store and Google Play.

• MANAGE APPOINTMENTS & WALK-INS

Integrate your scheduled appointments with walk-ins. Automatically prioritize citizens with appointments and serve walk-ins as scheduling openings occur.

• INTERACTIVE COMMUNICATION

Provide timely updates on estimated wait times and their place in line. Enable citizens to notify your staff if they need more time or have left the line.

• TRACKING & REPORTING

Gain real-time visibility into your citizen engagement workflows. Improve resource management and maximize every citizen interaction.

• CALL-BACK & VIDEO CONFERENCE QUEUES

Instead of an in-person appointment, provide citizens with a phone number to call or a video conference link to access when it's their turn.

• SURVEYS

Collect citizen feedback in real-time. Use citizen experience insights to pinpoint what works well and what doesn't within your operations.

WHY QLESS?

- Reduce lobby congestion up to 90%
- Reduce on-site wait times up to 97%
- Boost staff productivity up to 90%

WHAT OUR CUSTOMERS SAY

"Since we implemented the QLess solution, we have 35 percent fewer people waiting in-line for service at any time."

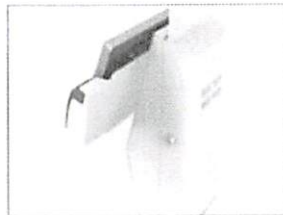
Jim Cochrane,
Chief Information Officer

OPTIONAL ITEM - NOT INCLUDED on QTE



AUSTIN FREESTANDING KIOSK

SLEEK, FRIENDLY. AN INTERACTIVE DIGITAL DISPLAY THAT WILL IMPRESS YOUR GUESTS AS MUCH AS IT HELPS THEM.



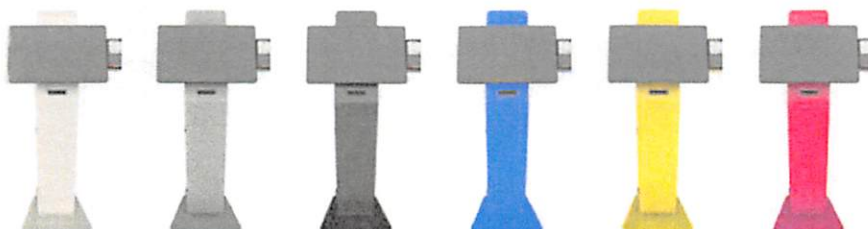
The Austin Freestanding Kiosk is the product of 40+ years of feedback and over one hundred million customer interactions. Gone are the days of a single monitor option, a single printer option, or other strict design rules.



The monitor can be ordered in portrait or landscape orientation. Both 15" and 22" PCAP touchscreens are available.

- The kiosk is serviced from the front side, making it easy to get in-and-out quickly when routine maintenance is needed.
- The kiosk utilizes familiar POS receipt printers so that no kiosk-specific receipt paper needs to be ordered and stocked.
- Several payment device options are already available and more are added as needed.

With so many existing configurations, the Austin is used for food ordering, ticketing, healthcare check-in, and more.



A CLOSER LOOK

AT AUSTIN FREESTANDING

STANDARD SPECS

- 15" or 22" All in One Computer
- Projective capacitive multi-touch touch sensor
- Durable powder coat paint finish
- 16 Gauge Galvanized Steel
- Security Locks
- Internal 6-outlet power strip w/ surge protection
- Topple resistant base plate with ability to bolt to ground

DIMENSIONS

Landscape Dimensions

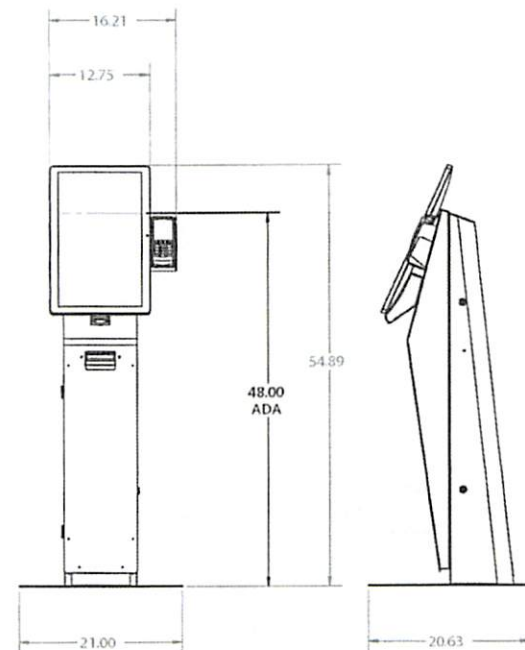
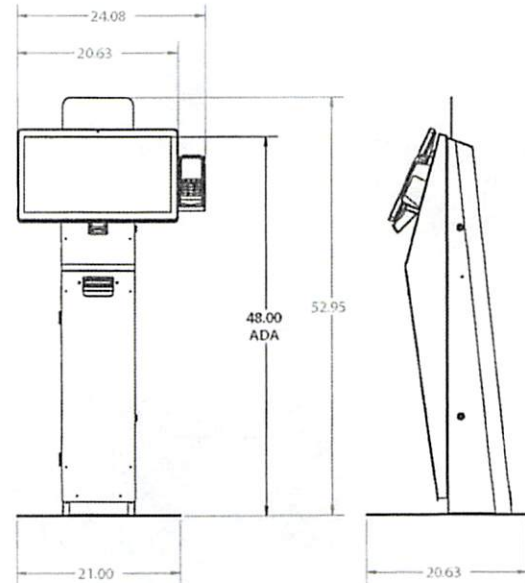
- Width: 24.08"
- Height: 52.95"
- Depth: 20.63"
- Base plate: 21"w x 20.63"D

Portrait Dimensions

- Width: 16.21"
- Height: 54.89"
- Depth: 20.63"
- Base plate: 21"w x 20.63"D

OPTIONAL COMPONENTS

- 15" or 22" All in One Multi-Touch Computer (PCAP)
- Ingenico and Verifone payment devices
- Epson TM-t88VI receipt printer
- Star Micronics TSP650II
- Barcode Scanner 1D, 2D, PDF, and QR
- ID Card / loyalty / gift card scanner
- Room key dispenser





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

General Information

Quote Name	Laramie County, WY - Clerk's office	Created Date	4/11/2022
Quote Number	00004725	Expiration Date	6/30/2022
Email	zach.zipay@qless.com		

Customer Contact Information

Contact Name	Dale Davis	AP Contact Name	Dale Davis
Phone	3076334264	AP Contact Phone	3076334264
Email	office@laramiecountywy.gov	Number	
		AP Contact Email	Dale.Davis@laramiecountywy.gov
		Address	

Address Information

Ship To Name	Laramie County	Bill To Name	Laramie County
Ship To	309 W 20th Street, Suite 1530 Cheyenne, WY 82001 United States	Bill To	309 W 20th Street, Suite 1530 Cheyenne, WY 82001 United States

Terms

Term of Contract	1 Year	Payment Term	N 30
Billing Terms	Annual	Purchase Order	
Subscription Fees	Subscription starts upon receipt of admin login	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	\$2,500.00	1.00	\$2,500.00	100.00%	\$0.00
2-way SMS Interactive Queuing Package	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) Basic QLess Support Level Configuration Per Location: Queues per location: 1-10	\$695.21	12.00	\$8,342.52		\$8,342.52



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

	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.					
	Click on this link to learn more about Flex Appointments: https://www.qless.com/features/flexappointments/					
Flex Appointments GSA	Basic Flex Appointment Set-up: Up to 5: Resource Types (Ex: Advisor, Agent, Representative) Up to 5: # of Resources (Ex: Agent 1, Counselor, Dr. Jones) Up to 5: Transaction Types (Ex: graduation check, immunization, permit application)	\$250.00	12.00	\$3,000.00		\$3,000.00
Live Dashboard	This is a real-time analytics tool providing key performance statistics, throughout the day, across the organization using QLess.	\$46.35	12.00	\$556.20		\$556.20
Additional Language	Adding a language other than English to the kiosk and in some cases the SMS text messages	\$46.35	12.00	\$556.20	100.00%	\$0.00

Totals & Payment

Subtotal	\$14,954.92
Discount	20.44%
Grand Total	\$11,898.72
Sales Tax Total	\$0.00
Grand Total New	\$11,898.72

Package and Training Details

QLess Training Details	Virtual Training
------------------------	------------------

QLess Support Options & Miscellaneous Notes

	Miscellaneous Notes	1 physical location
BASIC SUPPORT - Included at no charge		Appointments and Queuing Modules
<ul style="list-style-type: none"> • Access to Knowledge Base • Phone and Email Support 		Reports includes
PREMIUM SUPPORT - 20% OF ANNUAL LICENSE FEES (\$3,000 Minimum)		Optional Live Dashboard
<ul style="list-style-type: none"> • 20% of Annual Licensing (\$3,000 Minimum) • Access to Knowledge Base • SLA with faster resolution time • Online, Phone with Zendesk Talk and Email Support 		Spanish included free



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

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
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.qless.com/terms/>

Customer and QLess Signature

Account Name Laramie County
Name Dale Davis
Title Chief Deputy, County Clerk
Signature _____
Date _____

Company Name QLess
Prepared By Zach Zipay
Title National Sales Director, Government
Signature Zach Zipay
Date 4/11/2022

REQUEST FOR PROPOSAL
For
Online Queue Management & Appointment Scheduling Solution
Laramie County Clerk

Closing Date: April 22, 2022

Purpose of RFP

Laramie County is soliciting competitive sealed proposals from qualified vendors to provide the County Clerk's Office with an automated queue management system for customers to request services. The automated queue management system will allow customers to check in for motor vehicle title services, schedule appointments for marriage license services online, provide for remote check in from any mobile device using a browser, and provide customizable transaction types and customer communications. This project is being paid for with Federal ARPA grant funds (CFDA #21.027).

Table of Contents

Sections

- 1.0 Purpose & Overview
- 2.0 Scope of Services
- 3.0 General Terms & Conditions
- 4.0 Submittal Requirements
- 5.0 Disclosures

Attachments

- Proposal Page
- Conflict of Interest Form
- Officers & Significant Stakeholders Form

1.0 PURPOSE & OVERVIEW

Laramie County is soliciting competitive sealed proposals from qualified vendors to provide an automated queue management system for assisting and organizing people awaiting customer services at the County Clerk's office. An automated queue management system will improve on the services provided to the public through innovative solutions. An automated queue management system will direct customer requests for services to the appropriate window or location and facilitate staff planning and assignments to meet customer demand.

2.0 SCOPE OF SERVICES

Scope of Work:

A. Provide, install and configure an automated queue management system that:

- 1) Allows customers to check in at an electronic kiosk, on their mobile device, or online for access to the following services: Motor vehicle titles and other services that Laramie County may offer in the future;
- 2) Allows customers to make appointments for services for marriage licenses or other services that Laramie County may offer in the future on their mobile device or online;
- 3) Refers the customer to the appropriate window or location to be served, through on-screen displays and by automated voice or text prompts;
- 4) Provides County staff with online status of pending visits in various queues; alerts staff when a customer is waiting for service;
- 5) Monitors and provides reporting functions on wait times, services requested, employee productivity, and queue performance statistics with download capability in Excel or csv format;
- 6) Includes phone-in option to enable customers to call in to join queue and receive updates via automated phone calls;
- 7) Customizable transaction types, services requested including ADA compliant ones, and customer communications;
- 8) Provides technical support via phone, Monday through Friday, 7:00 a.m. through 6:00 p.m., Mountain Time.

B. Provides training upon initial installation and upon subsequent updates on:

- 1) Usage and functionality of the system, including categorizing transaction types for service
- 2) Support

3) Reporting capabilities, including analytics

4) Management capabilities

Additional Notes:

- A. Lump sum base bid. The bidder agrees to accept as full payment, as herein specified, bid based upon the undersigned's own estimate of quantities and costs.
- B. The respondent shall provide the following information for each proposed system:
 - 1. A complete proposal including all related costs for providing the equipment, supplies and installation as outlined above.
 - 2. Delivery of all equipment, supplies, and installation.
 - 3. Enter into a written contract for work with Laramie County.
 - 4. Contractor shall comply with all applicable Federal and State statutes and regulations as well as local ordinances.
- C. The person or persons provided by the respondent to complete work shall be fully qualified to provide said services.
- D. All work provided by the respondent shall be in conformance with local, State and Federal rules and regulations.
- E. All equipment shall be responsive to the needs of the County, shall be performed in accordance with County programs, policies and procedures, and shall utilize appropriate methods and techniques.
- F. All records, including digital information, video tapes and audio tapes, related to the contract services performed for the County shall be subject to the Wyoming Public Records Laws and shall be maintained and made available in accordance with those laws and public records policies and procedures of the County. Records shall be made available to the County without question upon request of the County, in accordance with the requirements of law. Citizen requests for such records shall be processed through the County. All records, including all types of electronic records, related to the contract and services performed there under shall be the property of the County at the end of the contract, or at the end of the County's fiscal year, or upon demand of the County, whichever occurs first. The County shall specify the minimum records to be maintained by the respondent. The respondent may maintain additional records at its discretion.

3.0 GENERAL TERMS & CONDITIONS

3.1 RFP Closing Date

Proposals must be received by the Laramie County Clerk's Office at 309 West 20th Street, Cheyenne, Wyoming 82001 no later than **2:00 p.m., local time, on April 22, 2022**. Proposals received after this time will not be considered. Tours of the proposed

site can be arranged providing the tour has been scheduled in advance with the Laramie County Clerk.

3.2 Delivery of Proposals

All proposals shall be sealed and delivered or mailed to (faxes and emails will not be accepted):

Debra Lee, County Clerk
309 West 20th Street
Cheyenne, WY 82001
Debra or Dale 307-633-4264

3.3 Pre-proposal Information

No specific pre-proposal meeting will be held. Each respondent shall contact the Laramie County Clerk to discuss the proposal with the County if needed and for tours.

3.4 Public RFP Opening

Only the names of the firms submitting proposals will be read aloud at the RFP opening. The proposals will be available for inspection during normal business hours in the Laramie County Clerks Office within three (3) working days of the closing date, by appointment.

A complete tabulation of proposals will be available after it is completed. Bid opening will occur on **April 22, 2022 at 2:15pm** at the address above.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the Laramie County Maintenance Department in Cheyenne at, (307) 633-4341 at least five (5) days prior to the date.

3.6 Proposal Form

- A. See **Submittal Requirements** for complete details.
- B. Each respondent shall submit THREE (3) complete sets of the proposal form, one marked "ORIGINAL" and TWO (2) marked "COPY". The proposal shall be submitted on an exact copy of the attached proposal form
- C. The proposal form must be signed by an official authorized to legally bind the respondent to all RFP provisions contained herein.
- D. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

3.7 Questions Concerning RFP

Questions concerning any portion of this RFP should be directed in writing to the Laramie County Clerk named below, who shall be the official point of contact for this RFP. Mark cover page or envelope(s) "Questions on Laramie County Clerk project."
Submit questions to:

Debra Lee
Laramie County Clerk
309 W. 20th Street
Cheyenne, WY 82001
307-633-4264

3.8 Clarification and Addenda

It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable) through the Manager named above. The County will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.

If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing the County web site. Respondents in their proposal must acknowledge receipts of amendments. **Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. Please check the Laramie County web site at <http://www.laramiecounty.com> for any addenda.**

3.9 Award

The County reserves the right to award the contract to the respondent(s) that the County deems to offer the best overall proposal(s). The County is therefore not bound to accept a proposal on the basis of lowest price. In addition, the County at its sole discretion, reserves the right to cancel this RFP, to modify the quantities of product we purchase, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. The County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest.

3.10 Contract

The contents of this RFP and all provisions of the successful proposal deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract document will be issued.

The County Commissioners are the sole Contracting Officer for Laramie County, Wyoming, and only he/she or his/her designee is authorized to make changes to any contract.

The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Price Agreement. The County shall not be responsible for any order, change, substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Laramie County Clerk at (307) 633-4264.

3.11 Disclosure of RFP Content

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

3.12 Respondent's Responsibility

A respondent, by submitting a proposal represents that:

- A. The respondent has read and understands the RFP in its entirety that and the proposal is made in accordance therewith, and
- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
- C. Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by Laramie County upon which the respondent will rely. If the respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.

3.13 Payment Terms

The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

3.14 Conflict of Interest Disclosure Form

All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

3.15 Minor Irregularities

The County reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse

effect on the County's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

3.16 Deviations

All proposals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the respondent by the General Terms & Conditions. Such deviations must be stated upon the Proposal Form; otherwise Laramie County will consider the subject proposals as being made in strict compliance with said General Terms & Conditions to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that Laramie County will only consider proposals that meet the exact requirements imposed by the General Terms & Conditions; except, however, said proposals may not be subject to such rejection where, at the sole discretion of Laramie County, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFP process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other respondents.

3.17 Waiver of Claims

Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than 30 calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the respondent to have waived any right to claims against the County concerning this agreement.

3.18 Selection Criteria

Each proposal shall be evaluated using the following criteria:

1. Proper submittal of **ALL** documentation as required by this proposal
2. Overall scope and quality of the proposed project
3. Meeting or exceeding the requirements of the RFP
4. Quality and compatibility of the work proposed
5. Ability to accomplish project in a timely manner
6. The benefits to Laramie County as it pertains to:
 - a. Related experience in the areas covered in the RFP
 - b. Past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules
 - c. Experience, ability and overall quality of past and current projects

3.19 Termination / Cancellation of Contract

The County reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e. reports, materials, statements of accounts, etc., required and not received). Termination or

cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

3.20 Incurred Expenses

This RFP does not commit Laramie County to award a contract. Nor shall Laramie County be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

3.21 Presentations by Respondents

Laramie County, at its sole discretion, may ask individual respondents to make oral presentations and/or demonstrations without charge to the County.

The County reserves the right to require any respondent to demonstrate to the satisfaction of the County that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the County and the County shall be the sole judge of compliance.

Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.22 Minimum Specifications

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any particular respondent, but to ensure that the County receives quality services.

3.23 Respondent's Personnel

The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended. During the performance of the contract, the respondent agrees to the following:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent.

The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent or vendor. The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended. Any information concerning the County, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the County.

3.24 Claim Notice

The respondent shall immediately report in writing to the County's designated representative or agent any incident which might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume' of claims experience relating to all respondent operations at the County project site.

3.25 Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

4.0 SUBMITTAL REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized and sections tabbed in the following order. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at minimum:

Tab 1 – Respondent's Profile

A brief profile of the firm, including a brief history of the company and related work experience.

Tab 2 - Completed Proposal Form (use attached form)

Tab 3 – References

List at least three (3) recent references where the equivalent projects have been conducted within the past five years.

Tab 4 – Conflict of Interest Disclosure Form

All respondents shall properly complete, have notarized and attach with their proposal the attached notarized disclosure statement. The Officers and Significant Stakeholders form shall also be completed and be submitted behind this tab.

Tab 5 - Other Information

Include any additional information you believe will assist the County in the selection process of qualified respondents. Please be succinct.

5.0 Disclosures

The laws of Wyoming require that the contents of all proposals shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the vendor to permit the vendor to defend the proprietary nature of the information.

If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the issuing office. If a respondent fails to notify the issuing office of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission, the respondent shall submit a response at its own risk and under such conditions. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

The successful respondent will be expected to enter into a contract with Laramie County upon terms acceptable to the County. Respondent will be required to be registered in Sam.gov to receive federal ARPA funding as a contractor.

Following the award of the contract, responses to this proposal are subject to release as public information unless specific parts of the response can be shown to be exempt from the laws of the State of Wyoming. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. Laramie County assumes no obligation or responsibility for asserting legal arguments on behalf of potential respondents.

If a respondent believes that parts of a proposal are confidential then the respondent must so specify. The respondent must mark in bold red letters the term “**CONFIDENTIAL**” on that part of the response, which the respondent believes to be confidential. The respondent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. All parts of proposals, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful proposal may be considered public information even though parts are marked confidential.

Proposals must be signed by a person authorized to commit the respondent to provide the services requested in this RFP. Submission of a signed proposal will be interpreted to mean the respondent has agreed to all terms and conditions set forth in all of the sheets which make up this RFP.

Laramie County accepts no obligations for the costs incurred in responding to this RFP in anticipation of being awarded a contract. Laramie County reserves the right to reject any and all submitted proposals. It is understood that all proposals become the property of Laramie County and will be available for public inspection. No obligation is made by retention of these proposals, nor is Laramie County committed to awarding a contract as a result of this RFP.

Each respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this proposal. Examples of potential conflicts may include an existing business or personal relationship between the respondent, its principal or any affiliate or subcontractor, with Laramie County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the respondent, the principals, or an affiliate or subcontractor, with any employee of Laramie County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict should be disclosed. Failure to disclose any such relationship or reveal personal relationships with Laramie County employees may be cause for contract termination. Laramie County will decide if an actual or perceived conflict should result in proposal disqualification. By submitting a response to this RFP, all respondents affirm that they have not given, nor intend to give, any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a Laramie County employee or representative in connection with the procurement.

Governmental Immunity

Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. 1-39-101 *et seq.*, by issuing this RFP or by entering into any subsequent agreement. Further, Laramie County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this RFP or any subsequent agreement.

Indemnification

To the fullest extent permitted by law, the successful respondent agrees to indemnify and hold harmless Laramie County, its appointed officials, elected officials, employees and volunteers

from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with any work performed by or on behalf of respondent for Laramie County pursuant to any agreement with Laramie County.

Termination

The selection may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the RFP or any subsequent agreement; (b) by either party, with thirty days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

Force Majeure

Neither the respondent nor Laramie County shall be liable to perform under this RFP or subsequent agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

The submission of a proposal shall be considered acceptance to all the terms and conditions provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

PROPOSAL FORM

TO:

Debra Lee
Laramie County Clerk
309 W. 20th Street
Cheyenne, WY 82001
(307) 633-4264

The undersigned hereby declares that [firm name] _____

_____ have carefully examined the specifications furnished within: RFP Laramie County Clerk Queue Management for which proposals were advertised to be received **on or before April 22, 2022. At 2:00 pm**, and further declare that [firm name] _____

_____ will furnish the said work according to specifications.

Proposed Cost

Total Estimated Cost for Project: \$ _____

The above prices are all inclusive; County shall pay no other forms of compensation. The County reserves the right to add additional related services that were not known at the time of the publishing of this RFP to any resulting contract, upon negotiations with awarded contractors that is mutually agreeable.

Have you supplied the Submittal Requirements outlined above? _____ YES _____ NO

Laramie County reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Proposals and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Company _____
By _____ (Print name)
Signature _____
Address _____
City _____ State _____ ZIP _____
Telephone _____ Fax _____
E-Mail Address: _____
DUNS# _____ Fed. I.D. # _____

CONFLICT OF INTEREST & DISCLOSURE FORM

I HEREBY CERTIFY that

I (*printed name*) _____
am the (*title*) _____
and the duly authorized representative of the firm of (*Firm Name*) _____
whose address is _____

And I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

Neither the business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision of the Building Code Regulations of Laramie County, nor has any outstanding past due debt to Laramie County; and,

This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public - State of _____

My Commission expires _____

(Printed, typed or stamped commissioned name of Notary Public)