



Amendment No. 1
to
Contract No. 5600 NS180000062
for
Remote Mobile Queueing Package
between
QLess, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be July 1, 2019 through June 30, 2020. One (1) option will remain.
- 2.0 The total contract amount is increased by \$7,938.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 07/01/2018 – 06/30/2019		
	\$7,938.00	\$7,938.00
Amendment No. 1: Option 1 – Extension 07/01/2019 – 06/30/2020	\$7,938.00	\$15,876.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: 05/22/2019

Printed Name: Charlie Meyer - VP of Sales
Authorized Representative

Charlie Meyer

QLess, Inc.
150 S. Los Robles Avenue
Pasadena, CA 91101

Sign/Date: *Ken Bragdon* 5/29/19

Printed Name: *Ken Bragdon*
Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
And
QLESS ("Contractor")
For
REMOTE MOBILE QUEUEING PACKAGE
CONTRACT NUMBER: NS180000062**

The City accepts the Contractor's Offer (as referenced in Section 1.1.5 below) for the above requirement and enters into the following Contract.

This Contract is between QLess having offices at 150 S. Los Robles Avenue, Pasadena, CA 91101 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

1.1 This Contract is composed of the following documents in order of precedence:

- 1.1.1 This Contract cover sheet
- 1.1.2 Supplemental Terms, incorporated herein and attached as Exhibit A hereto.
- 1.1.3 QLess Offer, dated August 23, 2018, incorporated herein and attached as Exhibit B hereto.
- 1.1.4 Non-Discrimination Certification, incorporated herein and attached as Exhibit C hereto.
- 1.1.5 Non-Suspension or Debarment Certification, incorporated herein and attached as Exhibit D hereto.

1.2 Term of Contract. The Contract will be in effect on the date executed by the City (Effective Date) shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twelve (12) months. The Contract may be extended beyond the initial term for up to two (2) additional twelve (12) month periods at the City's sole option.

1.3 Compensation. This Contract is for an amount not to exceed \$7,938 for the initial term. \$7,938 for the first extension option. \$7,938 for the second extension option for a total contract amount not to exceed \$23,814.

This Contract (including any Exhibits and referenced Documents) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such

subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

QLESS

Lisa K. Wilt

Printed Name of Authorized Person

Lisa K. Wilt

Signature

Client Success Manager

Title:

8/31/18

Date:

CITY OF AUSTIN

Daniel Dellemonache

Printed Name of Authorized Person

D. Dellemonache

Signature

Procurement Specialist III

Title:

9-5-18

Date:

List of Exhibits

Exhibit A	Supplemental Terms
Exhibit B	QLess Offer dated August 23, 2018
Exhibit C	Non-Discrimination Certification, Section 0800
Exhibit D	Non-Suspension or Debarment Certification

Exhibit A

Supplemental Terms

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Lisa Wilt, Phone: 303-917-4075, Email: Lisa.Wilt@austintexas.gov. The City's Contract Manager for the engagement shall be Greg Hand, Phone: 512-974-2723, Email: Gregory.Hand@austintexas.gov.

2. **Invoices.**

Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

The City's preference is to have invoices mailed to the below address:

	City of Austin
Department	Development Services Department
Attn:	Accounts Payable
Address	PO Box 1088
City, State, Zip Code	Austin, Texas 78767

For questions regarding your invoice/payment please contact the City's Contract Manager.

3. **Payment.**

- 3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.

- 3.2 **If payment is not timely made, (per paragraph 3.1), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

- 3.3 If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

- 3.4 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

- i. delivery of defective or non-conforming Deliverables by the Contractor;
- ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
- iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
- v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
- vii. failure of the Contractor to comply with any material provision of the Contract Documents.

- 3.5 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- 3.6 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- 3.7 The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

4. **Equal Opportunity.**

4.1.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

4.1.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5. **Audits and Records.**

5.1.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

5.1.2 **Records Retention:**

5.1.2.1 Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

5.1.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City

5.1.2.3 The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

5.1.3 The Contractor shall include sections 5.1.1 and 5.1.2 above in all subcontractor agreements entered into in connection with this Contract.

6. **REMINBURSABLE EXPENSES:** Expenses incurred directly in support of completing the work set forth in this Contract are reimbursable to the Contractor within the Contract amount.

6.1 **ADMINISTRATIVE:** The Contractor will be reimbursed for selected administrative expenses incurred directly in support of executing this Contract. Reimbursable administrative expenses include actual charges for long distance telephone calls, facsimile transmissions, reproduction, printing and binding, postage, express delivery and report processing.

6.2 **TRAVEL EXPENSES:** All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

7. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

8. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and endure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.



EXHIBIT B
City of Austin, Texas
QLESS OFFER DATED, AUGUST 23, 2018

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

General Information

Quote Name	City of Austin - Planning Dept. 2018-2021 Renewal	Created Date	8/23/2018
		Expiration Date	8/31/2018
Quote Number	00000892		
Account Owner	Audrey Ryan		
Email	lisa.wilt@qless.com		

Customer Contact Information

AP Contact Name	Daniel Dellemonache
AP Contact Email	Daniel.Dellemonache@austintexas.gov
Address	

Address Information

Ship To Name	City of Austin	Bill To Name	City of Austin
		Bill To	Austin, TX

Terms

Billing Terms	Prepaid	Payment Term	Upon Receipt
Set up and Training	Pre pay upon signing of SO	Pre-Pay	Yes
Subscription Fees	Pre pay upon signing of SO	Hardware	Pre pay upon signing of SO

Quote Line Items

Product	Product Description	Sales Price	Quantity	Total Price
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Signature _____
Date _____

Prepared By Lisa Wilt

Signature _____
Date _____



EXHIBIT B
City of Austin, Texas
QLESS OFFER DATED, AUGUST 23, 2018

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

Government - Interactive / Remote Mobile Queueing Package	Virtual queuing (printed tickets optional) Analytics/Reporting Kiosk, Monitor, QManager Software Components Support & Command Center (includes Configuration tool for managers) Two-way SMS Text Notifications Customers can ask for more time, ask for updates, and leave the queue Remote Kiosk (links to your website so customers can get in line from home/work) iOS & Android Apps Concierge App for iPad (used by Greeter or Managers) Access to API's Flex-Appointments Dashboard SMS Surveys	\$7,938.00	3.00	\$23,814.00
	Support & Maintenance - Basic Access to Knowledge Base Phone and Email Support	\$0.00	3.00	\$0.00

Signature _____
Date _____

Prepared By Lisa Wilt

Signature _____
Date _____



EXHIBIT B
City of Austin, Texas
QLESS OFFER DATED, AUGUST 23, 2018

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

Totals & Payment

One-Time Fee	\$0.00	Subtotal	\$23,814.00
Monthly Fee	#Error!	Discount	0.00%
First Payment Paid	#Error!	Grand Total	\$23,814.00
Monthly		Grand Total New	\$23,814.00

QLess Support Options & Miscellaneous Notes

Miscellaneous Notes 3 Year Subscription, paid annually

Year 1: 7/1/18-6/30/19 \$7938.00
Year 2: 7/1/19-6/30/20 \$7938.00
Year 3: 7/1/20-6/30/21 \$7938.00

Basic Support - Included at no charge

- Access to Knowledge Base
- Phone and Email Support

PREMIUM SUPPORT 45% OF ANNUAL LICENSE FEES

- 15% of Annual Licensing
- Access to Knowledge Base
- SLA with faster resolution time
- Phone and Email Support

PREMIUM PLUS SUPPORT 25% OF ANNUAL LICENSE FEES

- 25% of Annual Licensing
- Access to Knowledge Base
- SLA with faster resolution time
- SLA with faster resolution time & designated SE
- Phone and Email Support

Terms and Conditions

TERMS & CONDITIONS:

1. 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: Delivery of the standard QLess solution along with admin login.
5. QLess staff-facing interfaces require Adobe Flash (available for free for most popular computing platforms -check with your QLess rep for details).
6. In the QLess iOS and Android Apps, customers have to be provided the ability to request priority and trade places with another customer
7. 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.
8. Rates above include account setup, initial configuration & training.

Prepared By Lisa Wilt

Signature _____
Date _____

Signature _____
Date _____

9. This Service Order outlines the project and all the deliverables by QLess. It supersedes all prior agreements or discussions with the company.
10. This contract is subject to QLess Terms and Conditions that can be found at <https://www.qless.com/terms/>

EXHIBIT C
City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 31 day of August, 2018

CONTRACTOR
Authorized
Signature

Title

Lisa K. Whit
Lisa Whit
Client Success Manager

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

Q Less, Inc.

Signature of Officer or
Authorized
Representative:

Lisa K Wilt

Date:

8/31/18

Printed Name:

Lisa K Wilt

Title

Client Success Manager



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 08/07/2018

DEPT: Development Services

TO: Purchasing Officer or Designee

FROM: Greg Hand

BUYER: Greg Hand

PHONE: (512) 974-2723

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

- ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
- ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- ☐ a procurement for personal, professional, or planning services
- ☐ a procurement for work that is performed and paid for by the day as the work progresses
- ☐ a purchase of land or right-of-way
- ☒ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
- ☐ a purchase of rare books, papers, and other library materials for a public library
- ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for
 - cooperative purchasing administered by a regional planning commission established under Chapter 391
 - ☐ services performed by blind or severely disabled persons
 - ☐ goods purchased by a municipality for subsequent retail sale by the municipality
 - ☐ electricity
 - ☐ advertising, other than legal notices
 - ☐ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

Renew the previous year's services with the same vendor.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Qless
which will cost approximately \$ 7,938.00 (Provide estimate and/or breakdown of cost).

Recommended
Certification

[Signature]
Originator

8-7-18
Date

Approved
Certification

[Signature]
Department Director or designee

8-7-18
Date

[Signature]
Assistant City Manager / General Manager
or designee (if applicable)

8/7/18
Date

Purchasing Review
(if applicable)

Buyer

Date

Manager Initials

Exemption Authorized
(if applicable)

Purchasing Officer or designee

Date

02/26/2013

QLESS INC

150 S Los Robles Ave, Suite 900

Pasadena, CA 91101

(626) 641-2737

billing@qless.com



RECEIVED

By Thomas Hawkins at 9:46 am, Jul 06, 2018

BILL TO

Bartley Tyler

City of Austin Development

Services Department

PO Box 1088

Austin, TX 78767

INVOICE 6392

DATE 07/05/2018 TERMS Net 30

DUE DATE 08/04/2018

ACTIVITY	QTY	RATE	AMOUNT
Virtual queueing; Analytics/Reporting; Kiosk; Monitor; QManager Software Components; Support & Command Center; Two way SMS text notifications; Customers can ask for more time, ask for up-dates and ask to leave the queue; Remote Kiosk; iOS & Android Apps; Concierge App for iPad; Access to API's; Flex-Appointments; Dashboard; SMS Survey	1	7,938.00	7,938.00
Access to Knowledge Base; Phone & Email Support	1	0.00	0.00

Renewal for July 1, 2018 - June 30, 2019

TOTAL DUE

USD 7,938.00



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

General Information

Quote Name	City of Austin - Planning Dept. 2018 Renewal	Created Date	6/14/2018
Quote Number	00000729	Expiration Date	6/29/2018
Prepared By	Lisa Wilt		
Email	lisa.wilt@qless.com		

Address Information

Ship To Name	City of Austin	Bill To Name	City of Austin
		Bill To	Austin, TX

Terms

Billing Terms	Prepaid	Payment Term	Upon Receipt
Set up and Training	Pre pay upon signing of SO	Pre-Pay	Yes
Subscription Fees	Pre pay upon signing of SO	Hardware	Pre pay upon signing of SO

Quote Line Items

Product	Product Description	Sales Price	Quantity	Total Price
Government - Interactive / Remote Mobile Queueing Package	Virtual queuing (printed tickets optional) Analytics/Reporting Kiosk, Monitor, QManager Software Components Support & Command Center (includes Configuration tool for managers) Two-way SMS Text Notifications Customers can ask for more time, ask for updates, and leave the queue Remote Kiosk (links to your website so customers can get in line from home/work) iOS & Android Apps Concierge App for iPad (used by Greeter or Managers) Access to API's Flex-Appointments Dashboard SMS Surveys	\$7,938.00	1.00	\$7,938.00
Support & Maintenance - Basic	Access to Knowledge Base Phone and Email Support	\$0.00	1.00	\$0.00

Subtotal	\$7,938.00
Discount	0.00%
Grand Total	\$7,938.00
Grand Total New	\$7,938.00

Signature _____
Date _____



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

QLess Support Options & Miscellaneous Notes

Miscellaneous Notes July 1, 2018-June 30, 2019

Basic Support - Included at no charge

- Access to Knowledge Base
- Phone and Email Support

PREMIUM SUPPORT - 15% OF ANNUAL LICENSE FEES

- 15% of Annual Licensing
- Access to Knowledge Base
- SLA with faster resolution time
- Phone and Email Support

PREMIUM PLUS SUPPORT - 25% OF ANNUAL LICENSE FEES

- 25% of Annual Licensing
- Access to Knowledge Base
- SLA with faster resolution time
- SLA with faster resolution time & designated SE
- Phone and Email Support

Terms and Conditions

TERMS & CONDITIONS:

1. 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: Delivery of the standard QLess solution along with admin login.
5. QLess staff-facing interfaces require Adobe Flash (available for free for most popular computing platforms -check with your QLess rep for details).
6. In the QLess iOS and Android Apps, customers have to be provided the ability to request priority and trade places with another customer
7. 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.
8. Rates above include account setup, initial configuration & training.
9. This Service Order outlines the project and all the deliverables by QLess. It supersedes all prior agreements or discussions with the company
10. This contract is subject to QLess Terms and Conditions that can be found at <https://www.qless.com/terms/>

Signature _____
Date _____

thereby pushing themselves back in the queue. More importantly QLess allows colleges to put many parameters around these capabilities, such as how many times a student pushes themselves back in the queue. Students can actually rejoin the queue via interactive texts if they miss their place. No other vendor possesses the ability for this much interaction through SMS thereby satisfying the mobile needs of college students.

- 30 minutes after completing their visit, students will receive an SMS text survey to rate their experience. QLess typically embeds links to 3rd-party surveys as chosen by the college. SMS survey response rates are much higher than compared with email. [One college experienced a 1,500% increase in student survey responses.](#)
- Digital IVR (Interactive Voice Response) – Voice Queuing
 - QLess is the only queuing vendor that provides a dedicated phone number for a student to call and put themselves in-line through interacting with a digital voice. This proves critical in allowing the same access to all students regardless of type of mobile phone, ADA, age generation, etc.
 - Students who do not wish to receive texts – or do not have texting
 - are able to call a dedicated phone number provided by QLess. This is a digital-IVR service that will help students choose the right queue for service. During their wait they will receive phone calls regarding how long their wait is and also when they are being summoned for service. This ensures no student is left behind. You don't need a smartphone. This powerful feature has proven to be very important to ADA students.
- Flex Appointments
 - QLess offers the only solution in the world that can combine scheduled visits with drop in visits. Students can make appointments using the kiosk, or your website to make an appointment time. This can be enabled by department, queue or